



## OUR CONSUMER AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY DISCLOSURE. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements and Disclosures, the references to “we”, “us”, “our” and “Credit Union” mean OUR CREDIT UNION. The words “you” and “your” mean each person applying for and/or using any of the services described herein. “Account” means any account or accounts established for you as set forth in these Agreements and Disclosures. The word “card” means any ATM Card or Mastercard Debit Card issued to you by us and any duplicates or renewals we may issue. Our Audio Response System is hereinafter referred to as “TOPS”, whereas Our Personal Computer Account Access System is hereinafter referred to as “Online Banking” and “E-Check” means any check which you authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

### OUR CREDIT UNION MEMBERSHIP

To apply for membership with OUR Credit Union, you must complete, sign and return an application for membership or accept the Terms and Conditions when applying online.

Your signature on your Master Membership Application informs the Credit Union that you would like to join the Credit Union and that you agree to conform to the terms and conditions of these Agreements and Disclosures, the Credit Union’s Bylaws, and any Amendments. You authorize us to verify your membership qualifications or your qualifications for any other products or services you apply for by reviewing your account, credit and employment history and by obtaining information from third parties, including, but not limited to, credit reporting companies. You also agree that OUR Credit Union may use that information to solicit OUR Credit Union products and services to you based on the information obtained from said third parties.

Credit Union membership is granted to applicants within OUR Credit Union’s common bond as outlined in the Credit Union’s Charter. Eligibility also includes spouses of persons who died while within the field of membership; OUR Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons.

By signing your application for membership or accepting the Terms and Conditions when applying online, you acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to your Accounts.

### FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union’s common bond (as outlined herein) may sponsor immediate family members and possibly other members of your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in your residence that you maintain a single economic unit with).

### ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH OUR CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

### USA PATRIOT Act Notice

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the financing of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name (or the name of the person for whom you are opening the account) and other information that will allow us to identify your (or their) existence. We may also ask for personal information about you, other owners of the Account, or any person authorized to use the Account. The information we request for individuals may include name, address, date of birth, social security number, and other information that will allow us to identify those persons. We will also ask to see a driver’s license or other identifying documents.

## ACCOUNT OWNERSHIP

**Taxpayer Identification Numbers and Backup Withholding.** If you cannot furnish your taxpayer identification number (TIN) to us, we may not permit you to open an account until you can provide us with it. Incorrect TINs may cause backup withholding. Backup withholding on your account requires us to deduct a percentage of your dividends, interest and certain other payments and remit such amount to the Internal Revenue Service (IRS).

**Individual Accounts.** An account with only one owner is defined as an Individual Account. An owner is an individual that is eligible for membership. If the account owner dies, the ownership of the account passes to the descendant's estate, Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other terms of this Membership and Account Agreement, and applicable law relating to the processing of payments, transfers and withdrawal requests of an owner, or owner's agent, before we are notified of an owner's death.

**Joint Accounts.** If your Account is owned jointly, then all funds on deposit are owned by any of the joint owners with right of survivorship. The joint owners of the accounts hereby agree with each other and with us that all sums, whenever paid into the accounts by any or all of the joint owners to the credit of the joint owners with all accumulations thereon, are and shall be owned by them jointly, with rights of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge us from any liability for such payment. You authorize us to recognize any of the signatures subscribed in your application for membership, the payment of funds or the transaction of any business for the accounts. We can release or pay any amount on deposit in your account to any owner. We can honor checks, withdrawals, orders or requests from any owner. All owners are liable to us for any overdrafts that may occur on your account, regardless of whether or not a benefit occurred and checks cashed against any account are subject to collectability from such account if returned unpaid. Any owner may provide us written notice to freeze funds on deposit and we may, at our option, honor such a written request. If we do, then the account will remain frozen until we receive subsequent written notice signed by all owners of the account as to a disposition of funds on deposit. Any or all of the joint owners may pledge all or any part of the shares in the accounts as collateral security to a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any owner of the account. The right or authority of the Credit Union under these Agreements and Disclosures shall not be changed or terminated by said owners or any of them except by written notice to us, which shall not affect transactions made prior to such notice. It is the responsibility of joint account owners to determine any legal effects of opening and maintaining a joint account.

**Minor Accounts.** Any account opened with a minor as the primary owner, shall be treated as if the minor is of full age of majority under the bylaws of Our Credit Union and the Michigan Credit Union Act. All owners are liable to us for any overdrafts that may occur on the minor's account, whether or not a benefit was received and checks cashed against any account are subject to collectability from such account if returned unpaid. Transactions may be handled and dividends paid with approval from the co-owner of legal age. A parent or guardian is not permitted access to the minor's account unless he or she is the joint owner on the account. We are not obligated to question the use or purpose of any transaction. We will not change the account status placed on any restrictions when the minor reaches the age of majority unless authorized in writing by all account owners.

**Custodial Accounts.** Any custodial Account is subject to the Michigan Uniform Transfer to Minors Act (UTMA) and it is your responsibility to determine any legal effects related to this type of account. You understand and agree that the gift of money to the minor named at the time you open such account includes all dividends thereon and any future additions thereto, is irrevocable and is made in accordance with and is to include all provisions of the Michigan Uniform Transfer to Minors Act as it is now or hereafter amended. The age of delivery to custodian for benefit of (FBO) the minor shall be upon the age of 18 unless otherwise specified by the custodian under the Michigan Uniform Transfer to Minors Act.

**Beneficiary Designations.** Any beneficiary designation shall not apply to IRA accounts which shall be covered by a separate beneficiary designation. The credit union shall at no time have any obligation to notify any beneficiary of the existence of any account or the besting of the beneficiary(ies) interest in any account except as otherwise provided by law.

**Revocable Trust Account.** By checking the Trust account designation on the Master Membership Application, you request that the credit union establish an account for a Revocable Living Trust agreement, generally drafted by an attorney. Such an account will be established upon the proper completion of the Master Membership Application which will designate all parties to the trust and bind all such parties to the terms of this Agreement.

THE CREDIT UNION HAS NO RESPONSIBILITY TO INQUIRE AS TO THE ACTUAL TERMS OF THE TRUST AND SHALL BE HELD HARMLESS FOR ANY ACTIONS TAKEN IN RELIANCE OF THE INFORMATION AS PROVIDED ON THE MASTER MEMBERSHIP APPLICATION.

THE CREDIT UNION IS NOT REQUIRED TO KNOW, UNDERSTAND, INTERPRET OR ENFORCE THE TERMS OF THE TRUST AGREEMENT BUT HAS THE RIGHT TO REQUEST THE NECESSARY LEGAL DOCUMENTS BEFORE RELEASING FUNDS FROM THE ACCOUNT(S). TRUST ACCOUNT FUNDS MAY BE RETAINED OR PROVIDED TO THE PROPER AUTHORITIES IN AN INTERPLEADER ACTION UNTIL SUCH DOCUMENTS ARE DELIVERED TO THE CREDIT UNION OR THE ISSUE IS RESOLVED AS A MATTER OF LAW.

The credit union cannot and is under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). Trustee(s) agree to notify the credit union in writing if a change of trustee(s) occurs. The credit union may withhold payment of funds to any party until proper evidence of authority is provided. The credit union may rely upon the direction of any one trustee until a written notice of revocation form is received. The Master Membership Application shall be binding on the grantor(s), trustee(s), trust, successor trustee(s), and the beneficiary(ies).

You, the individual(s) signed on the Master Membership Application as Trustee(s), request OUR Credit Union ("credit union") to establish one or more accounts as indicated, for the Trust and agree that the account(s) shall be subject to the bylaws, regulations, policies, and other rules and practices of the credit union now in effect or as amended, and agree that the Trustee(s) and the account(s) shall be subject to all fees and charges that may be assessed from time to time for use of the account(s).

The trust funds to be deposited in the credit union are part of the trust specified on the applicable Master Membership Application executed by the Trustee(s) as indicated on the same form(s). The credit union is authorized to release the funds in the account(s) established pursuant to the Membership Application for Revocable Trusts with the credit union upon the signature of any one of the trustees signing this application and any payment to any one of the trustees or to a successor trustee(s) or at the direction of any one of the trustees shall be valid and shall discharge the credit union from any liability for the sum(s) paid.

The Trustee(s) represent that the Master Membership Application imposes no responsibility or obligation on the credit union other than a depository for trust funds. The Trustee(s) agree that the credit union shall be notified if there are any changes in the trustee(s), beneficiary(ies) or terms of the trust and will provide evidence of the changes. Any change, which does not require closing the account, shall be effective as to the credit union only after it is received in writing by the credit union. The trustee(s) agrees that the credit union shall be notified of any (a) change to an address of any trustee(s) disclosed in the Master Membership Application; and (b) changes or amendments of the governing trust instrument which would conflict with or otherwise affect the validity of any statement or representation contained in the Master Membership Application (any such change or amendment shall be effective as to the credit union only after a new Master Membership Application has been completed). The credit union may require that any or all disbursements be made payable to any one or more of the trustees or to the trust.

Each Trustee whose signature appears on the Master Membership Application declares under penalty of perjury that the trustee(s) is qualified and has the power to act and is properly exercising the powers under the trust pursuant to the Master Membership Application, and the Trustee(s) has the power to establish and transact on accounts on behalf of the trust. The credit union shall not be held responsible for any changes of which it is not notified as set forth.

The Trustee(s) hereby agree to fully indemnify and hold the credit union harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees and any and all liability, loss, and damage of any nature whatsoever that the credit union shall or may sustain resulting from the establishment maintenance and transaction of any business related to the trust account(s) established pursuant to the Master Membership Application. The Trustee(s) agree to pay any necessary expenses, attorney's fees or costs incurred by the Credit Union in the enforcement of this indemnification provision.

**Successor Trustee.** Before any successor trustee(s) may transact any business on this account, the successor trustee(s) shall (a) provide the credit union with either (i) a letter of resignation signed by the resigning trustee(s) or (ii) evidence satisfactory to the credit union of the legal incapacity of the prior trustee(s); or (iii) a certified copy of the death certificate(s) for the prior trustee(s); and (b) execute a new Master Membership Application.

The Master Membership Application and the Agreements and Disclosures affect the legal rights of the trustee(s). In providing the application for the establishment of this account, the credit union makes no representation as to any tax, probate avoidance, or financial or estate planning advantage, benefit or result of any kind whatsoever. If the or Trustee(s) desires assistance or advice concerning the application, the services of an attorney or other competent professional person should be sought.

**Payable-On-Death Status.** If the Account Ownership Designation shows a payable-on-death status, any beneficiary has rights to the account (a) if the beneficiary is a natural person, only if the beneficiary is alive and only if you and every named joint owner is deceased, (b) if the beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and you and every named joint owner is deceased. Upon your death and the death of every named joint owner, the funds on deposit will be paid to the beneficiary(ies) of record in equal shares unless you designated otherwise. If, however, none of the payable-on-death beneficiaries you name is alive (or in operation as a validly constituted, registered and/or licensed entity under applicable state law, in the case of a charity or non-profit organization) at your death, the funds will become the property of the estate of the last surviving owner, as required by applicable law. It is the responsibility of all account owners to determine any legal effects of opening and maintaining an account with payable-on-death status.

**Conservatorship status.** If the Account Ownership Designation shows a conservator status, a court has issued an order appointing a conservator to manage the property, daily affairs, and financial affairs of another person ("Protected Individual"). The conservator does not acquire an ownership interest in the funds in the account, and the Protected Individual owns the funds in the account, but may not access the funds themselves, unless expressly allowed by court order. The Conservator hereby agree to fully indemnify and hold the credit union harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees and any and all liability, loss, and damage of any nature whatsoever that the credit union shall or may sustain resulting from the establishment, maintenance, and transaction of any business related to the account(s) established by the Conservator. The Conservator agrees to pay any necessary expenses, attorney's fees or costs incurred by the Credit Union in the enforcement of this indemnification provision.

**Representative Payee Status.** If the Account Designation shows a Representative Payee status, then the Social Security Beneficiary owns the funds in the account, but may not access the funds themselves. The Representative Payee is an individual or organization chosen or otherwise designated by the Social Security Administration to receive Social Security and/or Supplemental Security Income payments on behalf of a beneficiary whom the Social Security Administration has determined to be incapable of managing his or her Social Security and/or Supplemental Security benefits. The Representative Payee hereby agree to fully indemnify and hold the credit union harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees and any and all liability, loss, and damage of any nature whatsoever that the credit union shall or may sustain resulting from the establishment, maintenance, and transaction of any business related to the account(s) established by the Representative Payee. The Representative Payee agrees to pay any necessary expenses, attorney's fees or costs incurred by the Credit Union in the enforcement of this indemnification provision.

**Estate Status.** If the Account Ownership Designation shows an Estate status, the Personal Representative does not acquire an ownership interest in the funds in the account, and is responsible to distribute the assets of the decedent's estate in accordance with the decedent's will, or a court ruling, as is applicable. In no event will the Credit Union be liable for the actions of the executor, executrix, administrator and/or administratrix and/or

obligated to ensure that any such actions are in accordance with any instructions that have been provided to them. The Personal Representative hereby agree to fully indemnify and hold the credit union harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees and any and all liability, loss, and damage of any nature whatsoever that the credit union shall or may sustain resulting from the establishment, maintenance, and transaction of any business related to the account(s) established by the Personal Representative. The Personal Representative agrees to pay any necessary expenses, attorney's fees or costs incurred by the Credit Union in the enforcement of this indemnification provision.

**Other Fiduciary Accounts.** If the Account Ownership designation shows that the Account was established as a Fiduciary Account, you warrant that you are authorized to open a fiduciary account and understand that such accounts will only be opened by the Credit Union if the documentation presented by you to the Credit Union is in a manner acceptable to our underwriting policies. It is your responsibility to determine and understand any legal effects related to this type of account. You hereby agree to fully indemnify and hold the credit union harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees and any and all liability, loss, and damage of any nature whatsoever that the credit union shall or may sustain resulting from the establishment, maintenance, and transaction of any business related to the account(s) established by you. You agree to pay any necessary expenses, attorney's fees or costs incurred by the Credit Union in the enforcement of this indemnification provision.

**Indemnity.** If by following your instructions, or by your failure to abide by the terms of this Agreement, we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorney's fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections

In the event of any claim, we shall provide you with reasonable and timely notice of such claim, and thereafter you shall at your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event you fail to defend and/or indemnify and hold us harmless, then in such instance we shall have full rights to defend, pay or settle said claim on your behalf without notice to you and with full right of recourse against you for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all actual attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

**Power of Attorney.** If you name a person to act as your attorney-in-fact or agent in any way with your account, we are only obligated to deal with such person if we, in our sole judgment, approve of the form of appointment and the supporting documentation.

**Deposit of Items.** You may make deposits to your account using any method available from us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at our sole discretion. If you deposit an item and it is returned unpaid, we will debit your account for the amount of the item and charge you a fee. You will be liable to us for the amount of any item you deposit which is returned unpaid, and in addition, will be responsible for any of our costs and expenses incurred in the collection of such returned item from you, including actual attorneys' fees. Subject to our Funds Availability Policy, you may not be able to withdraw funds from your account until we have received final settlement for any items deposited. If you make a deposit on a Sunday, a holiday, or after our predetermined cut-off hour on business days, the deposit will be credited to your account as of the next business day.

**Collection and Processing of Items.** In processing items you have deposited for collection, we are only your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method we feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party we use for the collection of items including responsibility for lost items. If we use a local clearing house in the collection of items, you authorize us to do so and to act in accordance with any applicable rules and regulations. We may permit you to withdraw funds from your account before final settlement has been made, however, if final settlement is not made, we have the right to charge your account or otherwise require you to repay such funds. In processing items presented for payment on your account, we may pay such items each business day based solely on the amount of the item presented for payment, subject to the available funds in that account. All of which means that the transactions may not be processed in the order in which they occurred and that you could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**Overdraft Protection.** Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account, cash advance, or line of credit you may have with us for a fee or finance charge. Please note that cash advances and overdraft lines of credit are subject to credit approval. To the extent permitted by law, you authorize us to transfer funds from other accounts you may have with us in necessary multiples (or in such increments as we may from time to time determine) to your account to cover any overdraft. If you have a line of credit or overdraft privilege with us, transfers will be made either from your line of credit up to your available credit limit and/or your savings account, provided you have enough available funds in that account, and then we may elect to pay such overdraft, depending upon the preference you have indicated to us for clearing any overdraft(s). Any overdrafts may be subject to a transfer fee. You hold us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**OVERDRAFTS.** Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee (as disclosed in our Schedule of Fees) to pay a transaction. You further understand that payment or any overdrafts will be made in an order of our choosing. You hold us harmless from any and all liability if we do or do not pay an overdraft. If you would like to opt-out, that is, if you would prefer we not pay any share draft/checks that would overdraw your share draft/checking account, you may opt-out by writing to us at the address in this Agreement or by calling us at the telephone number shown in this Agreement and informing us of your intention to opt-out.

We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds,

plus the amount of any Overdraft Privilege limit and any available Overdraft Protection. If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available Overdraft Protection, but does NOT include the Overdraft Privilege Limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the Overdraft Privilege Limit is included in the available balance for authorizing and paying these transactions.

We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.

If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, we will charge a Return Item (NSF) Fee each time we return the item because it exceeds the available balance in your account. If, on re-resentation of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee

**Notice of Receipt of ACH Items.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account and as permitted by law, we are not required to give you next day notice of receipt of an ACH item, and we will not do so. We will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Provisional Payment (ACH Origination).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC4A) are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided on 4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and we shall not be deemed to have paid the receiver the amount of such entry.

**Provisional Payment (ACH Receipt).** Credit given by us to you with respect to any automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you the amount of such entry.

**Choice of Law.** We may accept payments on your behalf for your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**Expenses.** If we incur any costs or expenses (including actual attorneys' fees), you agree to reimburse us for these amounts. You further agree that such reimbursement is without limitation, and may be applied to all situations including those involving any: (a) unpaid returned item; (b) overdrawn account with us; (c) attachment, garnishment of levy against your account; and (d) other situation described in these Agreements and Disclosures and that describes your liability to us.

**Inactive or Dormant Accounts.** Inactive accounts (accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive/Dormant Account Fee. If no activity occurs in your account within the time period specified by applicable state law, the property in your account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if your account becomes dormant and is therefore subject to escheatment in accordance with applicable state law.

**Lien Impressionment and Set-off.** You agree that we may impress and enforce a statutory lien upon your accounts with us to the extent you owe us any money and we may enforce our right to do so without further notice to you. We have the right to set-off any of your money or property in our possession against any amount you owe us. The right of set-off and our impressed lien does not extend to Keogh, IRA or similar tax deferred deposit accounts you may have with us. If your account is owned jointly, our right of set-off and our impressed lien extends to any amount owed to us by any of the joint owners.

**Credit Reporting Notice.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Minimum Balance Requirements, Fees and Service Charges.** You agree to pay us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in our Agreements and Disclosures provided to you when you opened your account. In any case and with proper notice to you, fees, charges, balance requirements and deposit requirements may be changed by us for time to time.

**Restrictive Legends.** We are not liable for any consequences resulting from the payment of a share draft/check that contains a restrictive legend or other such limitation (e.g. "Void after 90 days", "Not valid over \$500", or "Two signatures required") unless we have previously agreed, in writing to the restrictions and/or limitations.

**Suspension of Services.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause, as permitted by law. At our discretion, we also have the right to pay any share draft/check presented for payment from your account after your account is closed or

suspended and to recover such amount paid from you. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a primary savings account balance below the \$5.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an account; (f) caused a financial loss to the Credit Union; or (g) committed fraud or any other misdeed against the credit union or against a person on the premises of the credit union.

**Assignability.** You may not assign or transfer any interest in your account.

**Agreements and Disclosures.** The Agreements and Disclosures provided to you at the time you opened your account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to your account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to your account. Your Agreements and Disclosures may be amended by us from time to time in a manner as prescribed by law.

**Stop Payments.** You may ask us orally to stop payment on a share draft/check. For any such request to remain valid, however, you must also supply us with a written request within 14 days after you make any such oral request. Your request must be to us in a timely manner so that we have a reasonable opportunity to act on your request. A written stop payment request is effective for six months. If at the end of six months, you request us to continue the stop payment order, that request will be treated as a new request. We are not liable if we pay a share draft/check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care.

In any event, any damages that we might otherwise be liable for shall not exceed that amount of the involved share draft/check. If we do pay a share draft/check for which you have requested stop payment and as a result any other item is returned unpaid by us due to non-sufficient funds, we are not liable for any consequences resulting from such action. If your account is a joint account, any owner of the account may request a stop payment.

Any release of a stop payment order must be made by the person who made the request. If you ask us to stop payment on a pre-authorized transfer, your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with you. Stop payment requests are also subject to the terms and conditions of the order for stop payment form related to any such request.

**Lost, Destroyed, or Stolen Certified, Cashier's, Teller's, or Corporate Checks.** Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's, teller or corporate check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration of your loss with the respect to the check (form supplied by us). Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or the date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day of your claim is enforceable, we become obligated to pay you the amount of the check. We will issue you another check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us from any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**Share Draft/Checks and Other Account Access Devices.** Any share draft/check or other account access device which does not meet our standards for acceptance may be rejected by us, whether such standards are established by law, regulation or our own policy.

**Postdated, Stale or Overdraft share drafts/checks.** You understand that postdating a share draft/check will have no effect on whether or not it is honored prior to or after the date of any such shared draft/check. A stale share draft/check is any share draft/check received by us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any posted, stale, or overdraft share draft/check, or other item presented for payment on your account without any liability.

**Check Safekeeping.** Share draft/Check safekeeping is automatic on your account and your cancelled share draft/checks will not be returned to you. You understand that cancelled share draft/checks retained by us are later destroyed after a reasonable period of time. If you subsequently request a copy of a share draft/check and we are unable to supply it, then we shall not be liable for any damage you may sustain in excess of the face amount of the involved share draft/check.

**Periodic Statements.** You will be provided with a periodic statement showing activity on your account. If you believe any statement reflects discrepancies, you must notify us of such discrepancies within 60 days from the date we mailed the statement to you. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of our Electronic Fund Transfer Agreement with you will control resolution of the matter.

Failure to notify us of any discrepancies within 60 days from the date we mailed the statement to you may result in your failure to receive credit to your account for altered or unauthorized share draft/checks.

**Amendments.** This agreement may be amended by us at any time, in which case we will provide you with a notice of amendment as required by law or regulation.

**Notification of Address Change.** You will notify us promptly in writing with your signature if you move or otherwise have a change of address.

In the event we are unable to locate you, you agree to pay all fees associated with maintaining an invalid address in our records and any costs and

locator fees incurred in our locating efforts.

**Waivers.** You agree and understand that our failure or delay to exercise any right, remedy, power, or privilege available to us pursuant to this Agreement shall not affect or disallow our future exercise of that right, remedy, power, or privilege.

**Prohibited Internet Gambling Transactions.** All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through your account. Such transactions include those involving the use of: (a) credit, or proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

**Governing Law.** This agreement shall be governed by the laws of the State of Michigan, except to the extent that federal law controls.



## TRUTH IN SAVINGS DISCLOSURE

**THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PERFORMED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.**

The Current Dividends sheet and Fee Schedule referenced in this document set forth certain conditions, rates, fees, and charges applicable to your accounts at OUR Credit Union. The Current Dividends and Fee Schedule are available at [www.ourcuonline.org](http://www.ourcuonline.org) and at our branch locations. If you would like to receive this information by mail, or if you have any questions regarding this disclosure or accounts offered by OUR Credit Union, please contact us at (248)549-3838.

### **SPECIFIC TERMS APPLICABLE TO YOUR PRIMARY AND OTHER SHARE ACCOUNTS**

**Variable Rate Information.** These accounts are subject to a Variable Rate.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$5.00. You must maintain a balance of \$100.00 in your account each day to obtain the disclosed APY.

**Transaction Limitations.** We may limit the number of transfers and/or electronic withdrawals in accordance to Federal Regulation D.

### **SPECIFIC TERMS APPLICABLE TO YOUR OAKEY DOKEY KIDS CLUB SHARE ACCOUNT**

**Variable Rate Information.** This account is subject to a Variable Rate.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$5.00. You must maintain a balance of \$10.00 in your account each day to obtain the disclosed APY.

**Transaction Limitations.** We may limit the number of transfers and/or electronic withdrawals in accordance to Federal Regulation D.

### **SPECIFIC TERMS APPLICABLE TO YOUR TEEN SHARE ACCOUNT**

**Variable Rate Information.** This account is subject to a Variable Rate.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$5.00. You must maintain a balance of \$100.00 in your account each day to obtain the disclosed APY.

**Transaction Limitations.** We may limit the number of transfers and/or electronic withdrawals in accordance to Federal Regulation D.

### **SPECIFIC TERMS APPLICABLE TO YOUR HOLIDAY SPENDING SHARE ACCOUNT**

**Variable Rate Information.** This account is subject to a Variable Rate.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$5.00. You must maintain a balance of \$100.00 in your account each day to obtain the disclosed APY.

**Transaction Limitations.** On November 1st of each year, your entire account balance existing on that date will automatically be transferred to your primary share account.

### **SPECIFIC TERMS APPLICABLE TO YOUR SHARE DRAFT/CHECKING ACCOUNT**

**Dividend Information.** No dividends are paid on this account.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$20.00.

**Transaction Limitations.** No transaction limitations apply to this account.



### **SPECIFIC TERMS APPLICABLE TO YOUR SECURE CHECKING ACCOUNT**

**Dividend Information.** No dividends are paid on this account.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$20.00.

**Transaction Limitations.** No transaction limitations apply to this account.

### **SPECIFIC TERMS APPLICABLE TO YOUR FRESH START SHARE DRAFT/CHECKING ACCOUNT**

After 12 months, members who keep their account in good standing may apply to convert to a Premium checking account.

**Dividend Information.** No dividends are paid on this account.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$20.00.

**Transaction Limitations:** Accounts are not eligible for Courtesy Pay (ODP), Shared Branching within the first 90 days, nor ATM deposits or paper statements. ATM/Debit card transactions are also limited. After 12 months, members who keep their account in good standing may apply to convert to a Premium checking account.

### **SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET ACCOUNT**

**Tiered Variable Rate Information.** This account is subject to a Tiered Variable Rate.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$2,500.00. You must maintain a balance of \$2,500.00 in your account each day to obtain the disclosed APY.

**Transaction Limitations.** We may limit the number of transfers and/or electronic withdrawals in accordance to Federal Regulation D.

### **SPECIFIC TERMS APPLICABLE TO YOUR IRA/ESA SHARE ACCOUNTS**

**Variable Rate Information.** These accounts are subject to a Variable Rate.

**Transaction Limitations.** Individual Retirement Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

### **SPECIFIC TERMS APPLICABLE TO YOUR HEALTH SAVINGS SHARE ACCOUNT**

**Variable Rate Information.** This account is subject to a Variable Rate.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$5.00. You must maintain a balance of \$100.00 in your account each day to obtain the disclosed APY.

**Transaction Limitations.** Health Savings Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your tax advisor for additional information.

### **SPECIFIC TERMS APPLICABLE TO YOUR TERM SHARE & IRA TERM SHARE/CERTIFICATE ACCOUNTS**

**Fixed Rate Information.** These accounts are subject to a Fixed Rate.

**Minimum Balance Requirements.** The minimum balance required to open these Accounts is \$500.00. You must maintain a balance equal to the minimum balanced required to open your account each day to obtain the disclosed APY and to keep your account open.

**Early Withdrawal Provision.** We will impose a penalty if you withdraw any of the principal funds before the maturity date. The penalty imposed will equal 30 days of dividends on the amount withdrawn for accounts having a term of less than one year; and 90 days of dividends on the amount withdrawn for accounts having a term equal to or greater than one year.

**Renewal Policies.** Your account will renew automatically at maturity and you will have a grace period of 10 calendar days following the maturity date to make withdrawals without penalty.

**Transaction Limitations.** Once your account is established, you may not make withdrawals of principal from your account. Individual Retirement Accounts are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

## **GENERAL TERMS APPLICABLE TO ALL ACCOUNTS**

**Member in Good Standing.** The account services described in these Agreements and Disclosures are available to those members in good standing with the credit union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan.
- a Primary Share Account balance below the \$5.00 minimum.
- an unresolved deposited returned check.
- unpaid and uncollected credit union fees.
- a negative balance on an account.
- caused a financial loss to the Credit Union.
- committed fraud or any other misdeed against the credit union or against a person on the premises of the credit union.

**NonSufficient Funds Returns.** Any share draft/check or pre-authorized transfer, or transactions made through the use of your ATM or Debit Card, or other electronic means, as applicable (including any in-person transaction), that is presented to us for payment on your account when your account lacks sufficient collected funds to pay any such item may, at our option, be returned for nonsufficient funds or we may honor any such item and charge you a fee for doing so.

**Minimum Balance Requirements.** To be a member and maintain accounts with us you must purchase one share in the credit union. The par value of a share in this credit union is \$5.00. If the balance in your share account drops below one share (\$5.00) for a period of six months or more, we may at our option, close your account.

**Variable Rate Information.** For all dividend-bearing accounts (except for certificate accounts), the dividend rate and APY may change every dividend period based on the determination of the Credit Union Board or Directors.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Withdrawal of Dividends Prior to Maturity.** For term share/certificate accounts, the APY assumes that interest remains on deposit until maturity. A withdrawal will reduce earnings.

**Additional Transaction Limitations.** During any month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized automatic or computer transfer, telephonic order or instruction, check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations herein, your account will be subject to closure or a fee.

The credit union reserves the right to require a member intending to make a withdrawal to give written notice to such intent not less than 7 days and up to 60 days before any such withdrawal.

**Compounding and Crediting.** For all dividend-bearing accounts, dividends will be earned daily for each day on which your balance exceeds the minimum daily requirement for your account. For all dividend-bearing accounts, the dividend period is monthly and dividends will be compounded and credited to your account monthly. You will not be paid any dividends that have accrued but have not yet been credited at the time you close your account.

**Balance Computation Method.** For all dividend-bearing accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day.

**Accrual on Non-cash Deposits.** For all dividend-bearing accounts, dividends will begin to accrue on the business day that you place non-cash items (e.g. checks) into your account.

**Fees and Charges.** Any fees and charges applicable to your account are disclosed separately in the "Schedule of Fees".

## **Check 21 Consumer Awareness Disclosure**

## **Important Information About Your Checking Account**

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to the amount of the substitute check or \$2500.00, whichever is less (plus interest if your account earns interest) by the tenth business day after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than the 45th calendar day after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the OUR Credit Union, 3070 Normandy, Royal Oak, MI 48073, ph# (248)549-3838, or [help@ourcuonline.org](mailto:help@ourcuonline.org). You must contact us within 40 calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check, or the following information to help us identify the substitute check: the check number, the date of the check, the amount of the check and the name of the payee to whom you wrote the check.



CREDIT UNION

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE (ATM) CARD AND MASTERCARD DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("TOPS"), OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEMS ("ONLINE BANKING"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

**ATM Card, Mastercard Debit Card, TOPS, Online Banking AND E-Check Agreement.** This Agreement applies to any electronic fund transfer made to or from your account(s) by you or by any user who has access to your account with actual, apparent or implied authority for use of your account. Electronic fund transfers to and from your account can be made through the use of, but may not be limited to the following: (a) your card in Automated Teller Machines (ATM) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with your card; (b) our TOPS Audio Response System; (c) our Online Banking Personal Computer Account Access System; and (d) any check which you authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of your card, our TOPS Audio Response System, our Online Banking Personal Computer Account Access System, E-Check or other electronic device. You understand that your card and any Personal Identification Numbers (PINS) or Access Codes are issued by us and are not transferable. The use of your card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by our rules and regulations as amended related to the use of your card, PIN and/or other Account access device; (b) that we may follow all instructions given to machines; (c) not to use your card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by you or by any authorized user of your card or PIN may be charged to your share or share draft account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) we may charge withdrawals to your share account in any order we determine; and (2) we cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in your savings and/or share draft/checking account. In the event that any such transfer occurs, you agree to immediately pay us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**Joint Accounts.** If this is a joint account, you agree to be jointly and severally liable under the terms of this Agreement. You understand that any account access device that is requested and approved will be mailed only to the primary account holder at the address that we have for you on file. We may refuse to follow any instructions which run counter to this provision.

**Delayed Funds Availability Notice.** Subject to our Delayed Funds Availability Policy, deposits made at OUR Credit Union locations may not be posted to your account until they are received and verified by us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See our Funds Availability Policy Disclosure for our policy regarding the availability of your deposits.

**Issuance of Personal Identification Numbers and Access Codes.** You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with ATM Card and Mastercard Debit Card transactions and separate Access Codes to be used in conjunction with TOPS and Online Banking transactions. Your use of your PIN or Access Code is your authorization to us to withdrawal funds from your share account or your share draft/ checking account to cover such transactions.

## TYPES AND LIMITATIONS OF SERVICES

**ATM Card Transactions.** You may use your card in conjunction with your PIN in ATMs and/or any such other machines or facilities as we may designate to: (a) withdraw cash from your share and share draft/checking account(s) that you may have with us; (b) transfer funds between your share and share draft/checking accounts that you may have with us; (c) make deposits to your share and share draft/checking account(s) that you may have with us; and (d) make loan and account balance inquiries.

You may also use your card together with your PIN to make Point of Sale (POS) withdrawals from your share draft/checking account and to purchase goods and services at any location where the card is accepted. If you do use your card for such transactions, you authorize us to withdrawal funds up to the available balance of your account(s) to cover any such transactions, provided you have available funds.

At the present time ATM and POS withdrawals are subject to a combined maximum daily amount (share, line of credit and share draft combined) of not more than \$750.00 (at your option as low as \$50.00 per day), provided you have enough money in your accounts. For security reasons, there are limits on the number of transactions you can make using our ATM Card service.

**Mastercard Debit Card Transaction.** You may use your card in conjunction with your PIN in ATMs and/or any such other machines or facilities as we may designate to: (a) withdraw cash from your share and share draft/checking account(s) that you may have with us; (b) transfer funds between your share and share draft/checking accounts that you may have with us; (c) make deposits to your share and share draft/checking account(s) that you may have with us; and (d) make loan and account balance inquiries.

You may also use your card together with your PIN to make Point of Sale (POS) withdrawals from your share draft/checking account and to purchase goods and services at any location where the card is accepted. If you do use your card for such transactions, you authorize us to withdrawal funds up to the available balance of your account(s) to cover any such transactions, provided you have available funds.

At the present time ATM and POS withdrawals are subject to a combined maximum daily amount (share, line of credit and share draft combined) of not more than \$750.00 (at your option as low as \$50.00 per day), provided you have enough money in your accounts, whereas POS withdrawals involving your signature are subject to a maximum daily amount (share, line of credit and share draft combined) or not more than \$3,000 (at your option as low as \$50.00 per day) provided you have enough money in your accounts. For security reasons, there are limits on the number of transactions you can make using our Mastercard Debit Card service.

**TOPs Transactions.** You may use TOPs in conjunction with your Access Code to make the following types of transactions on designated accounts; (a) telephone transfers of funds between your share and share draft/checking account(s); (b) telephone withdrawal of funds from your share and share draft/checking account(s); (c) make payments on loan accounts with us from your share and share draft/checking account(s); (d) make advances from your line of credit account(s) that you may have with us; and (e) miscellaneous inquiries on credit union services that affect your account. TOPs operates 24 hours every day. If you attempt to use the system and are told that "the system is not available", please call back later when service is restored.

**Online Banking Transactions.** You may use Online Banking in conjunction with your Access Code and a personal computer for the following services: (a) transfer funds between your account(s); (b) make advances from your line of credit accounts(s) that you may have with us; (c) make payments on loan accounts with us from your share and share draft/checking account(s); (d) withdraw funds from your share and share draft/checking account(s); and (e) miscellaneous inquiries on Credit Union services that affect your account.

**Bill Payment Transactions.** You may also use Online Banking in conjunction with your Access Code and a personal computer for the following services; (a) authorize the credit union to issue payments in amounts up to \$25,000.00 on your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America; and (b) check status of payments previously authorized through the bill payment service. In order to use the bill payment service for such transactions, you must have a checking account with us. By completing an online bill payment transaction using the bill payment service, you authorize us to post any such payments to your checking account. Bill payment service payments will be made by check or electronic transfer and may take as long as 10 business days from the date requested to be sent to the payees. The credit union cannot guarantee the time any payment will reach any of your payees and accepts no liability for any service fees or late charges levied against you. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Saturdays, Sundays, Federal Reserve Bank and other credit union observed holidays will be sent on the next business day.

**Financial Snapshot.** You may also use online banking in conjunction with your Access Code and a personal computer for the following services; (a) add multiple share and loan accounts from different Institutions to aggregate your finances into one screen; set goals and text alerts; and create a budget.

**E-Check Transactions.** You may authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your share draft/check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**Ownership.** Your card and/or any other account access device will remain our property and may be cancelled or its use restricted by us at any time without notice. You agree to surrender it and to discontinue its use immediately upon our request. You will be required to return any account access devices to us immediately upon the closing of your account.

**Notification of Pre-Authorized Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days (from your employer, the Federal Government or other payor), you can call us at the telephone number shown in this Agreement to find out whether or not the deposit has been made.

**Right to Stop Pre-Authorized Payments.** If you want to stop any pre-authorized payment, call us at the telephone number shown in this Agreement or write us at the address shown in this Agreement in time for us to receive your stop payment request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. To be sure that a third party does not bill you again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**Our Liability for Failure to Stop Payment.** If you order us to place a stop payment on one of your pre-authorized payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for losses or damages, to the extent provided by law.

**Transaction Slips.** You can get a receipt at any time you make any transaction to or from your account (except Online Banking, Telephonic and Mail-in Transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, you will receive a monthly statement to reflect all electronic fund transfers to or from your account during that statement period. In any case, you will receive a statement at least quarterly. Receipts and statements are admissible as evidence.

**Fees.** We may assess reasonable charges against your account for transactions performed at electronic terminals. If so, we will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to you when you open your account. You will be provided with a fee schedule, TOPS and Online Banking information after your account is established. Additional fee schedules are available at any of our office locations. When you use an ATM not owned by us, you may be charged a fee by the ATM operator, or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Liability for failure to complete transactions.** If we do not properly complete a transaction to or from your account according to this Agreement, we will be liable for your losses or damages. However, we will not be liable if: (a) your account does not contain enough money to make the transaction through no fault of ours; (b) the ATM where you are making the transaction does not have enough cash; (c) the terminal was not working properly and you knew about the breakdown when you started the transaction; (d) circumstances beyond our control prevent the transaction; (e) your card is retrieved or retained by the ATM; or (f) your card or PIN has been reported lost or stolen and we have blocked the account.

**Liability for Unauthorized Use.** Telephone us at once at the telephone number shown in this Agreement or write us at the address shown in this Agreement if you believe your Card, PIN or Access Code have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your share draft/check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit, if applicable). If you fail to tell us within 2 business days after you learn of the loss or theft of your Card or PIN and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, then you could lose as much as \$500. Additionally, if you're periodic statement shows transactions that you did not make, including those made by Card, PIN or other means, you will tell us at once. If you fail to tell us within 60 days after we mail you the first periodic statement on which the transfer appears, you could lose the entire account balance if we can prove we could have stopped someone from taking your money if you had given us notice in time. If a valid reason (such as a long trip or hospital stay) keeps you from giving us notice, we will extend the time periods.

**Special Liability Protection Rules for Mastercard Debit Card.** Unless you have failed to use reasonable care to safeguard your Debit Card from risk of loss or theft, or you have reported two or more incidents of unauthorized use to us in the 12 months immediately preceding any report of unauthorized use, or your account is not in good standing, you will not be liable for any unauthorized transactions made with your lost or stolen Mastercard Debit Card, when used for point-of-sale transactions (excluding transactions performed at an ATM). If your card was lost because you failed to use reasonable care to safeguard the card from the risk of loss or theft, or if you have reported two or more incidents of unauthorized use to us in the 12 months immediately preceding any report of unauthorized use, or if your account is not in good standing, these special rules do not apply, and your liability for the unauthorized use of your Mastercard Debit Card is addressed above.

**Reversal of Transaction.** We will reverse an electronic fund transfer resulting from a point of sale transaction at a Participating Merchant (any merchant who has arranged to accept your card as a means of payment for goods and services) and re-credit your account for the full amount of the transfer if all of the following occur:

- You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the participating merchant of related goods in dispute, where returnable goods are involved.
- Within four calendar days following the transaction, we receive from you during our normal business hours, a written or oral request for the reversal.
- You verify the reverse order, notice and assurance in writing within 14 calendar days following oral notification, on a form to be provided by us for that purpose. If written notification is not furnished, we shall reinstate the original debits and credits involved in the transaction to the extent of the available account balance.

**In Case of Errors, Or If You Have Questions About Electronic Transfers.** Call us at the address shown in this Agreement or write us at the address shown in this Agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your account with funds while investigating an error, we will charge your account for those funds if we conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to your account was made and all references to 45 business days will be 90 business days if your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit transaction; (c) if your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to your account was made.

**Unauthorized Transactions.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, you will call us at the telephone number shown in this Agreement or write us at the address shown in this Agreement. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your share draft/check without your permission.

**Foreign Transactions.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the Mastercard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance you will be charged 8/10th of 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries, and if your transaction is also initiated in a foreign currency you will be charged an additional 2/10th of 1.00% calculated on the final converted settlement amount.

**Disclosure of Account Information.** We may disclose information to third parties about your account or transactions you make; (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if you give us written permission. Termination. We may terminate your right to use your Card, PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**Change in Terms.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time. Business Days. Every day is a business day except Sundays and holidays.

**Governing Law.** This Agreement is controlled and governed by the laws of the State of Michigan except to the extent that such laws are inconsistent with controlling federal law.

**Regulatory Authority.** If you believe we may have violated the laws governing Electronic Fund Transfers, you may contact:  
Department of Insurance and Financial Services  
611 W Ottawa, Third Floor  
P.O. Box 30220  
Lansing, MI 48909



## CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION

**THIS IS YOUR CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION AND CONTAINS IMPORTANT INFORMATION CONCERNING THE RECEIPT OF DOCUMENTATION ELECTRONICALLY. PLEASE BE CERTAIN TO READ THIS CONSENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

As permitted by law, you hereby authorize us to electronically provide all documentation (agreements, disclosures, notices, statements, and the like) related to our various products and services that you may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means such as (a) an electronic message ("e-mail") sent to you at the e-mail address specified by you (and/or any other address specified by you); (b) your active retrieval via the internet by any internet access means from a specific internet location (identified by us in an e-mail message sent to you by the credit union); and/or (c) any other means of electronically providing such documentation. You understand and agree that your consent will remain in effect until and unless withdrawn by you either by you unenrolling from electronic statements inside of online banking, or by electronic message sent by you to us or by written request for withdrawal of your consent sent by you to the credit union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of your request. This authorization does not affect your right to receive such documentation on paper or in a non-electronic form and you may at any time request that any electronically provided documentation be provided in a paper or non-electronic form. You agree to immediately provide us updated contact information in the event that your e-mail address (or any other means you have provided us to contact you) becomes unusable or inaccurate for any reason, and you agree to hold the credit union harmless in the event that you do not receive any required statement or other notice as a result of your failure to notify the credit union of a change in your e-mail address.

A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to you below. You will be provided updated information in the event that we change these methods and/or hardware/ software requirements.

To receive electronic records, you understand that the use of a device such as a personal computer ("PC") or personal digit assistant ("PDA") that has graphical user interface, or "browser", capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the internet will be required. Additionally, various software, such as that which can view an electronic file in a portable document file ("PDF") format; may be required to view certain electronic communications. Our system is currently designed to operate using world wide web technologies and protocols which are adaptable to a wide variety of end user systems. More specifically, our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 40-128 bit encryption, depending upon the specific browser being used to access the system. Some browsers may require an update to their security certificate to properly access the system.





## FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR TRANSACTION ACCOUNTS AT OUR CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**General Policy.** Our general policy is to make funds from your deposits available to you on the same business day we receive your deposit. Electronic direct deposits will be available on the same day of deposit. Once they are available, you can withdraw the funds and we will use the funds to pay share drafts/checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit prior to closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day that we are not open, we will consider the deposit made on the next business day we are open.

**Longer Delays May Apply.** In some cases, we will not make all of the funds available to you on the same business day we receive your deposit. Depending on the type of check deposited, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the same business day we receive your deposit, we will notify you at the time of your deposit and tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to place a hold after you have left the premises, we will mail the notice to you the day after we receive your deposit. If you need access to your deposited funds right away, you should ask us at the time of your deposit when the funds will be available. In addition, funds you deposit by check may be delayed up to seven business days after the day of the deposit under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposits.

In any case, we reserve the right to refuse an item for deposit or encashment.

**ATM deposits.** For deposits made at Automated Teller Machines (ATMs) owned and operated by the credit union, deposits subject to delayed availability will become available for withdrawal on the 2nd business day after the day of deposit. If you make such a deposit prior to closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day that we are not open, we will consider the deposit made on the next business day we are open. For deposits made at Automated Teller Machines (ATMs) not owned and operated by the credit union, deposits subject to delayed availability will become available for withdrawal on the 5th business day after the day of deposit.

**Holds on Other Funds.** If we cash a check for you that is drawn on another institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available to you at the time that the funds from the check we cashed for you would have been available if you had deposited it. If we accept for deposit a check that is drawn on another institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check that you deposited.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind our address. You will be responsible for any costs incurred by us due to delays in returning checks deposited into your account that do not comply with the endorsement standards.

**Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same business day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the 9th business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the 2nd business day after the day of your deposit. Funds from all other check deposits will be available on the 3rd business day after the day of your deposit.



## WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREE TO BY SIGNING THE WIRE TRANSFER AGREEMENT AT THE TIME OF YOUR WIRE TRANSFER REQUEST.**

1. Scope of the Agreement - This Agreement applies to Wire Transfers made from consumer or business accounts. This Agreement does not apply to any fund transfers covered by our ACH Agreement.
2. Acceptance of Wire Transfers – We may, in our sole discretion, decline to process any Wire Transfer without cause and without prior notice. If we decline to process a Wire Transfer, we may notify you by any means, including orally, by email or in writing. We will not process wires with incomplete required information fields.
3. Security Procedures – You agree that we may verify the authentic of the Wire Transfer, or communications cancelling or amending any such Wire Transfer, by following our security procedures, which include signature verification and positive identification by at least one photo identification and one other piece of identification and telephone call back procedures. You agree that any Wire Transfer issued to us in your name is effective as your Wire Transfer, whether or not authorized by you, if we act in compliance with our security procedures. If we are unable to verify the authenticity of your Wire Transfer, pursuant to our security procedures we may decline to process your Wire Transfer Order.
4. Cutoff Times; Cancelling or Amending a Wire Transfer – Our cutoff time for receiving a Domestic Wire Transfer is 3:00 pm EST on business days (Monday-Friday) that are not a Federal Holiday. This time is subject to change without notice. Wire Transfers received after the cutoff time may not be sent until the next business day. Once a Wire Transfer has been sent, it cannot be cancelled or amended. If we receive a cancellation or amendment request, prior to the wire being sent, we will act upon it. All cancellation or amendment requests, may be made by phone, must be followed by a written request. You agree to hold us harmless for any losses or expense related to cancellation or amendment of Wire Transfers, including any charges or expenses incurred.
5. Inconsistency of Name & Identifying Numbers – We and any other institution can rely upon any identifying number given to us in connection with any Wire Transfer, even if the number identifies a person different than the name beneficiary or a financial institution different from the named financial institution. Neither we nor any other institution has a duty to determine whether an identifying number given matches the intended beneficiary or the named financial institution.
6. Errors – You agree to review all account statements and other documentation of your Wire Transfer promptly and report any error or discrepancies to us in accordance with the time limits set forth in the Statement section of your Account Agreement.
7. Liability – We will not be liable if we have acted in accordance with the instructions in connection with the Wire Transfer request. In no event, however, will we be liable for any special, indirect, or consequential damages (including lost profits) of any kind unless the law requires a different standard. We are not required to pay interest on any amount we may owe to you due to an unauthorized Wire Transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth in the Statement section of your Account Agreement.
8. Charges – We may charge your account for the amount of any Wire Transfer initiated by you plus applicable fees and expenses as stated in your Account Agreement.
9. Force Majeure – We will not be liable for a failure to execute a Wire Transfer according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
10. General – You agree that only our wire transfer forms, methods, and procedures maybe utilized. You also agree that in the event of an error, we may correct any such error without prior approval or notice to you.

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## OUR CREDIT UNION PRIVACY POLICY

### FACTS

#### WHAT DOES OUR CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand OUR Credit Union's Privacy Policy.

At OUR Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by OUR Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

### What?

The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:

- Name, address, Social Security number, and income
- Account balances and transaction history
- Credit history and credit scores

When you are no longer our member, we will not share your information except as permitted or required by law as described in this notice.

### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons OUR Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does OUR Credit Union share?	Can you limit this sharing?
<b>For our business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your transaction experience	Yes	No
<b>For our affiliates everyday business purposes</b> - information about your credit worthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For our non-affiliates to market to you</b>	No	We don't share

### Questions?

Call (248) 549-3838, or write us at: OUR Credit Union, 3070 Normandy Rd., Royal Oak, MI 48073

What we do	
<b>How does OUR Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does OUR Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account</li> <li>• apply for any credit union service or apply for a loan</li> <li>• use your credit or debit card or pay your bills</li> <li>• make deposits to or withdrawals from your accounts</li> </ul> <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law only gives you the right to limit information sharing as follows:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your credit worthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as Credit Union Service Centers/National Shared Branching.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>OUR Credit Union does not share with non-affiliates so they can market to you, except for our joint marketing arrangements.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between OUR Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include financial service providers and insurance companies.</i></li> </ul>

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