

Priority Community Credit Union Membership and Account Agreement

This agreement covers your and our rights and responsibilities concerning accounts at Priority Community Credit Union (credit union) offers. In this agreement, the words “you” and “yours” mean anyone who signs an account card or anyone who uses an account at the credit union. The words “we”, “us”, and “our” mean the credit union. The word “account” means any one or more share or other accounts you have with the credit union now or in the future.

You may open different types of accounts at the credit union. The ownership of these accounts is designated on the account card you signed. By signing an account card or using an account, each of you, jointly and severally, agree to the terms and conditions in this agreement, account card, any account receipt you receive, and the Credit Union’s Bylaws and policies and any amendments to these documents from time to time which collectively govern your membership and accounts. This is a multi-part agreement, consisting of the General Terms and Conditions, Fiduciary Membership / Account Agreement, Truth in Savings Disclosures, Regulation E Disclosures, Regulation CC Disclosures, Funds Transfer Agreement, and Privacy Disclosures.

General Terms and Conditions

1. Membership Eligibility. To join the credit union you must meet the membership requirements including purchase and maintenance of at least one (1) share (“membership share”) as set forth in the credit union’s Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. Single Party Accounts. A single party account is an account owned by one member (individual corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes subject to applicable law, to the decedent’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provision of this agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death.

3. Multiple Party Accounts. An account owned by two or more persons is a multiple party account. The parties named on the membership card are owners of all accounts maintained under that account number.

a. Rights of Survivorship. Unless otherwise stated on the account card, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to the credit union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Multiple Party Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any transaction or change to, or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. Any owner may withdraw all funds in an account and close the account.

c. Multiple Party Account Owner Liability. If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them.

4. POD/Trust Account Designations. A Payable on Death (POD) account or trust account designation is an instruction to the credit union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payees are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee’s interest in any account, except as otherwise provided by law.

5. Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Michigan law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. We have no duty to inquire about the use or purpose of any transaction. Except when an account is established pursuant to the Michigan Uniform Transfers to Minors Act (see the Fiduciary Membership / Account Agreement below), we will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. Agency Designation on an Account. An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. We have no duty to accept instructions from an agent unless we agree in writing to accept such instructions.

7. Deposit of Funds Requirements. Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements set forth in this agreement.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsement of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement.

b. Collection of Items. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

c. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

d. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

8. Account Access.

a. Authorized Signature. Your signature on the account card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, automatic transfer or telephone, as applicable). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney or agency designation.

c. ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement.

d. Credit Union Examination. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

9. Transaction Limitations.

a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have established an overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, for example: (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

b. Transfer Limitations. For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any credit union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

10. Overdrafts.

a. Overdraft Liability. If on any day, the funds in your checking account are not sufficient to cover checks, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The credit union's determination of an insufficient account balance may be made at any time between presentation and the credit union's midnight deadline with only one review of the account required. We do not have to notify you if your share account does not have funds to cover checks, fees or other posted items. Whether the item is paid or returned, your account may be subject to charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a check or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. At our discretion, we will honor checks drawn on insufficient funds by transferring funds from another account under this agreement or a loan account, if you have established a line of credit with the credit union. The fee for overdraft transfers is set forth on the Fee Schedule. This agreement governs all transfers, except those governed by agreements for loan accounts.

11. Postdated and Staledated Checks. We may pay any check without regard to its date unless you notify us of a postdating and pay any applicable fee. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the check, including the exact number, date, and amount. You understand that the exact information is necessary for the credit union's computer to identify the check. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

12. Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. To be binding an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the credit union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.

b. Liability. Fees for stop payment orders are set forth on the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.

13. Credit Union Liability. If we do not properly complete a transaction according to this agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of

this account agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this agreement.

14. Credit Union Lien and Security Interest. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the credit union a consensual security interest in your accounts, and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the credit union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

15. Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

16. Account Information.

a. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. Generally, the Credit Union will not disclose information to third parties about accounts. However, Credit Union may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to Credit Union accountants, attorneys or other professional advisors; (3) to Credit Union regulators or properly authorized regulatory agencies; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of the Protected Person who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. Additional disclosures regarding the privacy of your information is addressed below in the Privacy section.

b. 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.

17. Notices.

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you to us. If we attempt to locate you, we may impose a service fee.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

18. Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

19. Statements.

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand and agree that your original check, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.

b. Examination. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within fourteen (14) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the credit union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time your regularly receive a statement.

20. Inactive Accounts. If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Fee Schedule, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Fee Schedule for maintaining your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

21. Special Account Instructions. You may request that we facilitate certain trust, will or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by you or any account owner, such as adding or closing an account or service, must be made in a manner acceptable to us.

22. Termination of Account. We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by a loan arrangement; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

23. Termination of Membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law. Any person who causes the credit union a loss is not eligible for membership. This includes losses from loans discharged in bankruptcy. The credit union will not provide any services to persons who have caused the credit union a loss. The credit union reserves the right to close, without notice and subject to applicable laws, the account of any person who causes the credit union a loss.

24. Death of Account Owner. We may pay checks or honor payments or transfer orders authorized by a member for a period of ten (10) days after the date we are notified of that member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This agreement will be binding upon any heirs or legal representatives of any account owner.

25. Severability. If a court holds any portion of this agreement to be invalid or unenforceable, the remainder of this agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

26. Enforcement. You are liable to us for any loss, cost, or expense we incur resulting from your failure to follow this agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

27. Amendment. We may change any of the terms of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. When we change this Agreement, you may close this account(s) if you do not agree to the changes. If you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the change(s).

28. Governing Law. This agreement is governed by the credit union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Michigan, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this agreement shall be brought in Wayne County, Michigan.

29. Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you a notice, the Credit Union is only required to attempt to communicate with you at the most recent address that has been provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing. Notices to us should be sent to:

PRIORITY COMMUNITY CREDIT UNION
1351 E. Jefferson
Detroit, MI 48207

Other Notices. All notices regarding the account will be posted in our office lobbies or will be sent to you at the address shown on your statement. In the event of joint owners or co-Fiduciaries, notice by or to any one joint owner or co-Fiduciary shall be deemed notice by or to all. We reserve the right not to send notice for accounts we consider inactive, or accounts for which we do not have a valid address on file.

Effect of Notice. Any written notice given to us by you is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed you at the statement mailing address.

30. Federal Insurance. All accounts in this credit union are federally insured to the maximum amount allowed by law by the NCUSIF, an agency of the federal government.

31. Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

32. Facsimile Signatures. You agree that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union. The Credit Union shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, Credit Union may refuse to execute any facsimile request or order.

POSTAL AND FAMILY CREDIT UNION OF METRO DETROIT
FIDUCIARY MEMBERSHIP/ACCOUNT AGREEMENT

33. Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

34. Fiduciary Membership / Account Agreement. Individuals who are eligible for membership in the Credit Union may open a separate membership account in a fiduciary capacity, or an individual may open an account in a fiduciary capacity on behalf of another individual or estate that is eligible for membership in the Credit Union, provided that the person opening the account has been properly appointed and accepted the responsibility to act as a Fiduciary.

As used in this section, the word "you" shall refer to and mean the Fiduciary as the context of use so requires, the word "Fiduciary" means a personal representative of a decedent's estate, a court appointed conservator or guardian, an attorney-in-fact, representative payee, or a custodian under the Uniform Transfers to Minors Act (UTMA), and the phrase "Protected Person" means an individual or estate for which a Fiduciary has been appointed.

a. Products and Services. Various types of deposit products and services will be available to an account opened by a Fiduciary. However, Fiduciary acknowledges that depending on the type of fiduciary relationship some products and services will not be available.

b. Documentation. In order to open an account the Fiduciary agrees to provide such documentation as is required by the Credit Union with regard to the fiduciary relationship pursuant to its policies and procedures or opinion of its counsel. The Credit Union reserves the right to refuse membership to a Fiduciary Account when the Fiduciary fails to provide adequate documentation.

c. Representations of Fiduciary. Fiduciary represents the following: (i) a court order or other document establishing the fiduciary relationship is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Fiduciary has qualified, is acting as Fiduciary, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union on behalf of the Protected Person; (iii) the Fiduciary shall not transact any personal financial transactions on any accounts for which he/she is acting in a fiduciary capacity, and (iv) Fiduciary will send written notice of any change in the Fiduciary's authority, of any amendment or modification of the document(s) establishing the fiduciary relationship which would cause the representations made herein to be or become inaccurate or incorrect, the powers or authority of the Fiduciary, or any other representations made to the Credit Union.

The Credit Union may rely on these representations and any instructions by the Fiduciary and act in accordance therewith in any respect affecting the account or Protected Person before or after termination of the fiduciary relationship, unless and until it receives a written notice of any events affecting the Fiduciary's powers described above or in any documents required by the Credit Union.

d. Uniform Transfers to Minor Act (UTMA) Account. If this account is established pursuant to the Uniform Transfers to Minor Act, the Fiduciary represents that he/she has deposited funds to the Protected Person as a gift. Only the Fiduciary is authorized to make additional deposits into the account, and such deposits shall be conclusively presumed to be a gift to the Protected Person. Notwithstanding anything to the contrary in this Agreement, there shall be no withdrawals from a UTMA Account until the minor

reaches the age indicated in Section 2 of the Membership Card (at which time only that person will have a right of withdrawal), except (i) pursuant to court order or (ii) in the form of a check made payable to the Custodian in his/her capacity as Custodian under the UTTMA. The Fiduciary Agrees that if no age is indicated in Section 2 of the Membership Card, the minor will have the right of withdrawal at age 18.

e. Distribution of Accounts. If a Fiduciary Account has been opened, you as Fiduciary understand and agree that the Credit Union may distribute funds pursuant to the terms of a court order, or in accordance with other terms of any legal document subject to the applicable provisions of the Michigan Estates and Protected Individuals Code (EPIC) or the UTTMA.

f. Acknowledgement of Fiduciary Responsibility. As Fiduciary you acknowledge and understand your legal obligations as a fiduciary and as more fully set forth in EPIC or UTTMA or other state or federal law conferring or granting fiduciary status under which the Fiduciary is acting. You further agree to conduct all business with the credit union on behalf of the Protected Person in accordance with state and federal laws as well as any orders any court of competent jurisdiction.

g. Indemnification. To the extent authorized by law the Fiduciary hereby jointly and severally (if more than one) hold the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and indemnify them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorney's fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of Fiduciary in connection with the account or for any distribution of assets to any person or entity. This indemnification is made by the Fiduciary both in the capacity as a Fiduciary and individually, and shall not be limited by any other independent documentation. If a Fiduciary provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, it may refuse to follow the instruction or order.

h. Legal Advice. Fiduciary acknowledges that in connection the formation of the fiduciary relationship and the opening of and transacting business on any accounts with Credit Union that the **Credit Union has not provided the Fiduciary or any other person connected with the fiduciary relationship, the Protected Person, or assets of the Protected Person with legal, tax, or estate planning advice.** Fiduciary acknowledges the opportunity to independently consult with legal counsel regarding the fiduciary relationship and the legal and tax consequences or estate planning issues related to opening and transacting business on accounts with Credit Union.

i. Withdrawals. All sums paid to the credit union on shares/deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. Such demand must be made by the Fiduciary, as indicated on the Membership Card for Fiduciary Accounts. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account. Only methods approved by the Credit Union may be used to make withdrawals from the account.

j. Share Draft (Checking) Account Agreement. The Fiduciary may establish a checking account if the Credit Union offers such accounts for the type of fiduciary relationship. The Credit Union is authorized to pay checks signed by any Fiduciary (or by two or more Fiduciaries if so required by the terms of the fiduciary relationship) and to charge any payment against the Checking Account. In addition to the other terms set forth in this Agreement it is agreed that:

- Only checks and other methods approved by Credit Union may be used to withdraw funds from the account.
- All non-cash payments received in this account will be credited subject to final payment.
- The front side of all checks shall at a minimum contain the name of the Protected Person, the Fiduciary, and the type of fiduciary relationship.
- Credit Union is under no obligation to pay a check that exceeds the balance in the account; however Credit Union may pay such check and charge the resulting overdraft to the Share Account by transferring funds from another Share Account to cover the amount of the overdraft, and assess any fees related thereto.
- Credit Union is under no obligation to pay a check that is over six (6) months old, but may at its option do so without advance notice to Fiduciary.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.
- Any electronic debit initiated by a third party against this account is deemed authorized by the Fiduciary if the Fiduciary voluntarily gives the third party information about the account and the Credit Union's routing number.
- When paid, all checks become property of the Credit Union and will not be returned either with the periodic statement or by any other means.
- Credit Union reserves the right to pay items drawn against the account in any order.

k. Stop Payment Orders. The Fiduciary may ask us to stop payment on any draft drawn on an account. The stop payment order may be provided orally or in writing. We may require that any oral stop payment order be made in writing and be signed by the Fiduciary. To be effective Fiduciary must provide the account number, draft number and the exact amount of the draft. The stop payment will be instituted only if Credit Union receives the request in time to implement the order. Fiduciary acknowledge that accurate information is required for Credit Union's computer to distinguish the draft. Credit Union shall not be liable for failing to stop payment on a draft if the Fiduciary provides inaccurate or incomplete information. If the Credit Union re-credits the account after honoring a draft over a legitimate and timely stop payment request, Fiduciary promises to sign a statement detailing the disagreement with the payee, to assign to Credit Union all of the account owner's rights against the payee or other holders of the draft and to aid in any legal proceedings.

Duration of Order. A oral stop payment request lapses in 14 days unless it is confirmed in writing. A written stop payment request is valid for six (6) months and may be renewed in writing for an additional six (6) months. Credit Union is not obligated to inform the Fiduciary when a stop payment request expires.

Liability. Fees for stop payment requests are stated in the Rate and Fee Schedule. Requests for stop payments on certified checks, cashier's checks, credit union checks or any draft or payment guaranteed by us are not permitted. Although a stop payment request has been honored, the Protected Person through the Fiduciary may continue to be obligated to pay any holder of the item, including Credit Union. Fiduciary agrees to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims due to our stopping payment of an item, including claims of any payee or endorser in failing to stop payment on an item as a consequence of inaccurate information provided by the Fiduciary.

l. Automated Processing. The Fiduciary recognizes that Credit Union has adopted automated collection and payment procedures that rely primarily upon information encoded on to each item in magnetic ink. In recognition of this fact the Fiduciary agrees that in paying an item, Credit Union may disregard all information on the item other than the identity of the drawee bank, the amount of the item, and any information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with any other information on the item. Fiduciary acknowledges that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight review of items.

m. Electronic Financial Services. The Fiduciary in the capacity of Fiduciary and individually, agrees to be bound to the terms and conditions set forth below as well as any other required agreement for the use of various electronic services offered by the credit union and requested by the Fiduciary in connection with accounts for which the Fiduciary is responsible. The Fiduciary understands and acknowledges that some of the services referenced below may not be available for the type of account or fiduciary relationship, or may require approval prior to the credit union authorizing their use. Approval for such use may require review of the Fiduciary's credit history and standing in the credit union. The Fiduciary hereby acknowledges receipt of the Credit Union Electronic Funds Transfer Agreement and Disclosure detailing the liability and responsibility for the use of certain access devices as well as the loss or unauthorized use of such access devices, and agree to be bound by its terms as well as other account disclosures.

ATM/Debit Card. Fiduciary hereby requests issuance of an ATM/debit card and a personal identification number (PIN) for conducting automated teller machine, point of sale, VISA merchant transactions or any other transactions that may be authorized in the future. Fiduciary acknowledge that Credit Union may revoke any ATM/debit card issued hereunder or any other agreement to provide such an access device. In the event that the Credit Union issues an access device as described herein, Fiduciary agrees to be bound by the terms and conditions of the Regulation E Disclosures provided below in Section 37.

PC Home Banking. Fiduciary hereby requests issuance of a personal identification number (PIN) and any other verification and identification password, code or security device to access accounts and perform other authorized transactions including the payment of bills via the Internet. Fiduciary understands and acknowledges that a separate agreement for access to the system or for some of its services may be required, and Fiduciary agrees to be bound to the terms and conditions of such agreement, in addition to any applicable provisions of the Regulation E Disclosures provided below in Section 37. Fiduciary further acknowledges that Credit Union may revoke any access or services hereunder or any other agreement to provide such an access device.

Express Teller. Fiduciary hereby requests the issuance of a personal identification number (PIN) to access accounts and perform other authorized transactions via a touch-tone telephone. Fiduciary acknowledges that Credit Union may revoke any access or services hereunder to provide such an access device.

35. Truth In Savings Disclosures--Savings Accounts (all accounts at the credit union other than certificates of deposit).

a. Rate Information. The credit union uses the daily balance method of computing dividends, which applies a daily periodic rate to the full amount of principal in the account each day. All accounts are variable rate accounts, and the rate is subject to change at any time at the discretion of the credit union's board of directors. For current rates, see the rate sheet, which is a supplement to this disclosure. The rate sheet addendum to this disclosure lists the current dividend rates and APY's. Additional rate sheets are available upon request. If you request a rate sheet, you understand that the rate sheet is offered as a convenience to our members and is a supplement to this disclosure. Rate sheets must always be used in conjunction with this disclosure.

b. Compounding. Dividends are paid and compounded monthly. Dividends are paid on items submitted for deposit from the date the credit union receives provisional credit for the deposited item. For all accounts, dividends are paid to the account which earned the dividends. The annual percentage yields disclosed in rate sheets assumes that the dividends will be paid to the account which earned the dividend and will remain on deposit in that account. Withdrawals of the dividend earned or instructing the credit union to pay the dividend to a different account will affect the annual percentage yield earned on the account. For all accounts, if you close your account before the dividend is paid, you will not be paid a dividend on that account. For all accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date follows the end of a dividend period, and for the example is February 1.

c. Fees and Charges. The Fee Schedule you were given lists fees and charges we may impose and is a supplement to this disclosure. We may also charge you other charges.

d. Minimum Balance Requirements. All members must maintain \$10.00 in their regular savings (regular share) account at all times. Accounts that fall below the stated minimum to earn a dividend (see rate sheet addendum) will not earn a dividend. For Priority Money Market Accounts, and Premium Money Market Accounts, you must maintain a daily balance of the amounts stated on the dividend rate stated on the entire balance in the account. Priority Money Market accounts with balances below \$10,000 will not be eligible for the additional benefits of the Priority Money Market account for that month. Premium Money Market accounts with balances below \$25,000 will not be eligible for the additional benefits of the Premium Money Market account for that month.

e. Nature of Dividends. Dividends are paid from current income and available accumulated earnings after required reserve transfers have been made.

36. Truth in Savings Disclosures--Certificates of Deposit

a. Rate Information. The credit union uses the daily balance method of computing interest, which applies a daily periodic rate to the full amount of principal in the account each day. For current rates, see the rate sheet, which is a supplement to this disclosure. The rate sheet addendum to this disclosure lists the current interest rates and APY's. Additional rate sheets are available upon request. If you request a rate sheet, you understand that the rate sheet is offered as a convenience to our members and is a supplement to this disclosure. Rate sheets must always be used in conjunction with this disclosure.

b. Compounding. Interest is paid and compounded monthly. Interest is paid on items submitted for deposit from the date the credit union receives provisional credit for the deposited item. For all accounts, interest is paid to the account which earned the interest. The annual percentage yields disclosed in rate sheets assumes that the interest will be paid to the account which earned the interest and will remain on deposit in that account. Withdrawals of the interest earned or instructing the credit union to pay the interest to a different account will affect the annual percentage yield earned on the account.

c. Fees and Charges. The Fee Schedule you were given lists fees and charges we may impose and is a supplement to this disclosure. We may also charge you other charges.

d. Minimum Balance Requirements. All members must maintain \$10.00 in their regular share account at all times. Minimum balance requirements to open a certificate of deposit are stated on the rate sheet.

e. Book Entry Deposits. All certificates of deposit are non-transferable and are issued in book-entry form only. Your deposit receipt is evidence of your certificate of deposit. The records of the credit union are final regarding balances, account ownership, and all other issues.

f. Time Requirements. Your certificate of deposit will mature at the term requested at the time you opened the certificate. The maturity of your certificate of deposit will be noted on your original receipt.

g. Early Withdrawal Penalties. We will impose a penalty if you withdraw the funds in your account before the maturity date. The penalty will equal 180 days of interest on your account or interest earned to date, whichever is less. However, withdrawals within the first 7 days will have a penalty of 7 days of interest. Partial withdrawals are not permitted. The early withdrawal penalties do not apply to withdrawals within a reasonable period after the death of any owner of the account, nor do they apply to periodic IRA distributions. The early withdrawal penalties do not apply to Your Choice Certificates of Deposit, provided that funds remain on deposit at the credit union in a certificate of deposit with an original number of months to maturity equal to or greater than the certificate being withdrawn early. For example, you would not incur an early withdrawal penalty on a Your Choice Certificate of Deposit with an original maturity of 24 months if you withdrew funds early and purchased a new certificate of deposit with a 24 months or greater maturity.

h. Automatic Renewal. For all accounts except Promotional Rate Certificates of Deposit, your account will automatically renew at maturity at the same maturity of the original certificate of deposit and at the then current rate. If an identical maturity is not offered at the time of maturity, your account will be renewed into the next longer maturity currently being offered. Promotional Rate Certificates of Deposit will automatically renew for a maturity of two years at the then current rate. You will have a grace period of 10 business days after the maturity date to withdraw your funds without being charged an early withdrawal penalty.

i. Transaction Limitations. Subsequent deposits will not be accepted. Additional deposits may be made at the maturity of the certificate of deposit.

j. Promotional Rate CD Qualifications. To qualify for promotional rates that may be offered from time to time, you must meet at least one of the following criteria: Open a new auto loan with an opening balance of \$15,000 and keep a balance on the loan of at least \$10,000; or open a new regular CD with \$10,000 of new funds and keep a balance of at least \$10,000 in the regular CD; or open a new Your Choice CD with \$10,000 of new funds and keep a balance of at least \$10,000 in the Your Choice CD; or open a new Priority Money Market account with \$10,000 of new funds and keep a balance of at least \$10,000 in the Priority Money Market account; or open a new checking account with a minimum direct deposit of \$800 monthly and a minimum of 3 checks/debits each month (direct deposit and checks/debits must begin within 30 days of opening). You must meet these qualifications during the entire time your Promotional Rate CD is open. If you do not meet these criteria at any time, your Promotional Rate CD will be transferred to a regular CD with the same maturity period.

37. Regulation E Disclosures

a. Applicability. The following terms and conditions comprise the agreement between the credit union (referred to as "we, us, our, or credit union" and the credit union member (referred to as "you") for electronic funds transfers that are governed by the Federal Reserve's Regulation E. The terms and conditions may change from time to time. We will notify you in advance as required by law of any changes. Your use or continued use of the credit union's electronic services indicates your acceptance of these terms or any changes. When we refer to our terminals or our access devices, we are also referring to any terminals or access devices not owned or operated by us but at which you may complete transactions.

This agreement also applies to any transfer through an automated clearing house when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign.

b. Your Liability and Reporting Responsibilities. Tell us AT ONCE if you believe your card or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Special Liability Protection Rules for VISA® Check Card Point of Sale Transactions. In general, you will not be liable for any unauthorized VISA® Check Card point of sale transactions that take place on the VISA system. We may require you to provide a written statement regarding claims of unauthorized transactions. This special provision limiting your liability does not apply to ATM transactions made with your VISA® Check Card, to transactions involving your PIN which are not processed by VISA, or to commercial Cards. In addition, this special provision limiting your liability does not apply if we determine that you were grossly negligent or fraudulent in the handling of your account or your Card. When this special provision limiting your liability does not apply, refer to the provisions earlier in this Section.

c. How To Report Unauthorized Transfers or Lost or Stolen Card or Code. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you may call (313) 259-5700 or (888) 388-5363 during our normal business hours, which will be published from time to time. Or you may write to us at 1351 E. Jefferson, Detroit, MI 48207.

d. Business Day. Our business days are Monday through Friday, excluding holidays.

e. Account Access. You may use your card or code to withdraw cash from your accounts, make deposits to your accounts, transfer funds between your accounts, or to pay for purchases at places that have agreed to accept the card. Some of these services may not be available at all terminals and at all times. You may make a total of only 3 cash withdrawals or point of sale transactions each day. You may withdraw or buy goods and services up to a total of \$400 per day. You have the right to require us to program our system so that no more than \$50 in cash can be obtained by use of your ATM card during a single day. Contact us if you would like this option. For security reasons, there are other limits on the number of transfers you can make using our terminals or a point of sale transfer service.

f. Charges. We may assess charges for use of your card or code. Refer to the Fee Schedule which you were given for information regarding charges or fees you may incur from using your card or code. NOTICE REGARDING ATM FEES BY OTHERS: If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. We will publish a list of machines operated by us from time to time.

g. Documentation of Transfers. You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or a point of sale terminal. If you have arranged to have direct deposits made to your account at least every 60 days from the same person or company, you can call us at (313) 259-0195 or (800) 239-7119 to find out whether the deposit has been made. You will get a monthly statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

h. Error Resolution. In Case of Errors or Questions About your "Electronic Fund Transfers", telephone us at (313) 259-5700 or (888) 388-5363 or write us at 1351 E. Jefferson, Detroit, MI 48207 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent 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 tell you the results of our investigation 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. If we decide that there was no error, we will

send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. * If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days. If the error involved a VISA® Check Card POS transaction, we will have 5 days instead of 10. ** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate. As used herein, "error" includes, but is not limited to, an unauthorized electronic fund transfer, an incorrect electronic fund transfer to or from your account(s), and omission of an electronic fund transfer affecting your account(s).

i. Stop Payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (313) 259-5700 or (888) 388-5363 or write us at 1351 E. Jefferson, Detroit, MI 48207, in time for us to receive your request 3 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. Fees or charges for this service are listed on the Fee Schedule which you were given. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. If you order us in writing to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

j. Third Party Disclosures. We will disclose information to third parties about your account or transfers you make where it is necessary for completing transfers, in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, in order to comply with government agency or court orders, or if you give us your written permission.

k. Credit Union's Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if through no fault of ours, you do not have enough funds available in your account to make the transfer, if the transfer would go over the credit limit on your overdraft line, if the automated teller machine where you are making the transfer does not have enough cash, if the terminal or system was not working properly, or if circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken. There may also be other exceptions.

l. Notification of Regulatory Authorities. This agreement and the EFT services provided in this agreement are governed by the federal Electronic Funds Transfer Act and the Michigan Electronic Funds Transfers Act. You may notify either or both of the following regulatory authorities any violation of law: Federal Trade Commission, Electronic Fund Transfers, Washington, D.C., 20580; or Office of Financial and Insurance Services, 333 S. Capitol Avenue, Suite A, Lansing, Michigan, 48933.

38. Funds Availability

a. General Policy. Our policy is to delay the availability of funds that a member deposits into an account. During the delay, the member may not withdraw the funds in cash and will not have use of the funds to pay checks. The length of the delay is counted in business days from the day of deposit. Every day is a business day except Saturdays, Sundays, and holidays. When a member makes a deposit before 2 PM (noon for ATM deposits) on a business day that we are open, we will consider that day to be the day of deposit. When a member makes a deposit after 2 PM (noon for ATM deposits) or on a day we are not open, we will consider that deposit made on the next business day we are open. Funds from electronic deposits to an account will be available on the day we receive the deposit.

b. Same Day Availability. Funds from the following sources will be made available immediately if deposited in person with one of our tellers (otherwise, the funds from these sources will be available on the second business day after the day of deposit): A US Treasury check that is payable to the member; a wire transfer; an on-us item; cash;

c. Next Day Availability. Funds from the following sources will be made available the next business day as long as the item is made payable to the account holder and is deposited in person with one of our tellers (otherwise, the availability of funds from these sources may be delayed): A state or local government check; a cashier's, certified, or teller's check; a Federal Reserve Bank check, a Federal Home Loan Bank check, or a US Postal money order; checks from businesses known by us, (this determination is made solely at our discretion).

c. Delayed Availability. The funds availability for other check deposits will be based on whether a check is local or nonlocal. Federal Reserve Regulation CC will determine whether a check is local or nonlocal. Our policy is to make funds available from the deposit of a local check as follows: The first \$100 will be available on the first business day after the day of deposit. The remaining funds will be available on the second business day after deposit. Our policy is to make the funds available from the deposit of a nonlocal check as follows: The first \$100 will be available on the first business day after the day of deposit. The remaining funds will be available on the fifth business day after the day of deposit. When a member deposits both local and nonlocal checks on the same day, no more than \$100 will be available on the first business day after the day of deposit.

e. Longer Delays. Funds you deposit by check may be delayed for a longer period under the following circumstances: We believe a check you deposit will not be paid, we are unable to verify that the item will be paid, you deposit checks totaling more than \$5,000 on any one day, you redeposit a check that has been returned unpaid, you have overdrawn your account repeatedly in the last six months, or there is an emergency such as a failure of communication 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 11th business day. Deposits at shared branch locations, including Service Centers Corporation, are subject to the funds

availability policy of Service Centers Corporation. The credit union also reserves the right to review deposits made at shared branch locations, including Service Centers Corporation, and delay availability of those funds as stated with this policy.

f. Items Not Accepted For Deposit. Checks that are not properly endorsed or items that do not meet our standards for deposit will not be accepted for deposit. If you submit such items for deposit, your account will not be credited for the amount of the item, and the item will be returned. You will be responsible for paying any resulting fees according to the Fee Schedule which you have been given.

g. New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Cash and funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of 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 first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and properly endorsed. The excess over \$5,000 will be available on the ninth 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 second business day after the day of your deposit. Funds from all other check deposits will be available on the 30th business day after the day of your deposit.

h. Deposits At ATM Machines. Funds from any deposits (cash or checks) made at automated teller machines (ATM's) that we do not own or operate will not be available until the fifth business day after the day of a member's deposit. This rule does not apply to ATM's owned by the credit union. As of October 1, 2003, the credit union does not own any ATM machines that accept deposits. We will periodically notify you in our newsletter or on our web site of the location of ATM machines the credit union owns that accept deposits. A two-business day hold will be placed on funds (cash or checks) deposited into an ATM machine we own.

39. Funds Transfer Agreement

a. Applicability. This agreement covers the transfer of funds between accounts which are not governed by the Federal Reserve's Regulation E, the Electronic Funds Transfer Act. For transfers which are covered by the Federal Reserve's Regulation E, please refer to the Regulation E Disclosures which you have received. Transfers made under this agreement may be made by the credit union using Fedwire. The Federal Reserve's Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by the Federal Reserve's Regulation J. Transfers made under this agreement may also be subject to the Michigan Uniform Commercial Code's Article 4A. This agreement applies to all accounts which you now have with the credit union as well as any which you may open in the future. If your accounts are held in the name of more than one person, the credit union may act on a payment order by any owner on the account.

b. Security. The credit union will follow these security procedures in verifying your identity before completing a transfer you request via telephone: We will verify your identity by asking your mother's maiden name or a password which you have established with us. We may also ask questions regarding the history on your account. If after applying these security procedures, the credit union is not reasonably certain that your request is a legitimate request (one that is made by you), the credit union will not complete the transfer. The credit union bears no liability of actual or consequential damages for a good faith denial of a member's transfer request. The credit union does not accept faxed requests for wire transfers. Other written or faxed transfer requests may be accepted at the credit union's discretion. You hereby acknowledge that the security procedures in use by the credit union are commercially reasonable and you agree to use the security procedures offered by the credit union after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to the credit union. You further acknowledge that you will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized, that is issued in your name and accepted by the credit union in compliance with the agreed upon security procedure.

c. Payment Orders. If you give the credit union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by us or the beneficiary's bank on the basis of the identifying or account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of the identification number you provided the credit union. If you give the credit union a payment order which identifies an intermediary or beneficiary's bank by both name and identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided. The credit union will verify with you, by repeating the information back to you, your payment order. By not canceling the payment order after the information is repeated back to you by the credit union, you are confirming the accuracy of the information the credit union will act upon. For certain transactions, which will be determined at the credit union's discretion, the credit union will phone you at a telephone number we have on record to verify your payment order. If the credit union cannot verify your payment order in this manner, the credit union may refuse the payment order. The credit union bears no liability of actual or consequential damages for a good faith denial of a member's transfer request. The credit union reserves the right to refuse any payment order which cannot be verified to the credit union's reasonable satisfaction or which the credit union believes will be impractical to complete through its normal banking channels and applying its normal practices and procedures. The credit union bears no liability of actual or consequential damages for a good faith denial of a member's transfer request.

d. Fees. By making a payment order request, you are agreeing to pay the applicable payment order fee which may be established by the credit union from time to time and which may be changed at the credit union's discretion without notice. By making a payment order request, you are also agreeing to reimburse the credit union for research fees, at a rate which may be established by the credit union from time to time and which may be charge at the credit union's discretion without notice, necessary to correct errors caused by

your providing erroneous information in your request. The credit union may collect fees and costs associated with carrying out your payment order from any account which you may have with the credit union.

e. Cutoff Time. Transfer request not received by the cutoff time which we may impose from time to time may not be completed until the next business day.

f. Verification. You agree to provide the credit union within 14 days of any errors or discrepancies in account transfers.

g. Intermediaries. The credit union is not responsible for delays or errors by intermediary or receiving banks or other parties involved in the funds transfer process.

h. Indemnification. You agree to indemnify and hold harmless the credit union against any and all costs, losses, claims, liabilities, fines, expenses, penalties, damages, awards, and settlements, including applicable legal fees resulting from any payment orders executed according to your directions. You agree to indemnify and hold harmless the credit union against any and all costs, losses, claims, liabilities, fines, expenses, penalties, damages, awards, and settlements, including applicable legal fees resulting from any payment orders executed according to the terms of this agreement.

40. Privacy

a. Information Collected. We may collect nonpublic personal information about you from the following sources: information we receive from you on applications or other forms, including electronic forms; information about your transaction with us, our affiliates, or others; information that we receive from a consumer reporting agency.

b. Information Disclosed. We may disclose all of the information that we collect, as described above, under certain circumstances and as permitted or required by law.

c. Third Parties to Whom Disclosure is Made. We may disclose the above information to the following parties in order to process transactions, or for the benefit of the credit union, or to protect credit union assets: affiliates, such as a shared branch network, providing remote transaction services to members; nonaffiliated third parties that perform services or functions on the credit union's behalf, for example, companies that provide mailing service or provide a variety of insurances for sale to members; Nonaffiliated third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; other nonaffiliated third parties as permitted by law.

d. Former Members. The credit union shares nonpublic personal information with nonaffiliated third parties about persons who have ceased being members of the credit union as permitted or required by law.

e. Confidentiality and Security of Members' Information. We restrict access to nonpublic personal information about you to employees and officials. Those individuals need to know information about you to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect against anticipated threats or hazards to the security of your information and to protect against unauthorized access and use of that information. Under no circumstances do we provide any information we collect about you to telemarketers or other third parties that do not act on your behalf as a member of this credit union. We provide all users of our ATM's with protection of their personal financial information.

Revised 1/5/06