

# ACCOUNT AGREEMENT AND DISCLOSURES

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Privacy Disclosure  
Account Agreement  
Funds Availability Policy Disclosure  
Electronic Fund Transfers Agreement & Disclosure  
Truth-in-Savings Disclosure



**Credit Union ONE**  
400 E. Nine Mile Road  
Ferndale, MI 48220

**FACTS****WHAT DOES CREDIT UNION ONE 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 what we do.

**What?**

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

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our member, we continue to share your information 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 Credit Union ONE chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Credit Union ONE share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to 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 transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call 1-800-451-4292 or go to [www.cuone.org](http://www.cuone.org)

**What we do**

<b>How does Credit Union ONE 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 Credit Union ONE 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 or deposit money</li> <li>▪ pay your bills or apply for a loan</li> <li>▪ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State law 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>Credit Union ONE has no affiliates.</i></li> </ul>
<b>Nonaffiliates</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>Credit Union ONE does not share with our nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include credit card companies, insurance companies and financial service companies.</i></li> </ul>

**Other important information**

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# ACCOUNT AGREEMENT

Please read this entire agreement carefully so that you understand your rights and obligations as a member. It is important that you keep this agreement in convenient place for future reference.

This Agreement covers your rights and responsibilities and the rights and responsibilities of the Credit Union concerning deposit accounts you may own, including Savings, Checking, Money Market, and Certificate of Deposit.

This Agreement incorporates by reference all of the terms and conditions of your Membership Agreement you signed when you joined Credit Union ONE, including all amendments made to the Membership Agreement from time-to-time since you joined the Credit Union. By signing the Membership Account Card, you agree to its terms and conditions and any disclosures accompanying this Agreement and any amendments made to these documents from time to time.

Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

In this Agreement, the words "you," "your," and "yours" mean you in reference to you as a member of the Credit Union. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union.

**1. MEMBERSHIP AND ELIGIBILITY REQUIREMENTS** – To open and maintain a deposit account you must be a member in good standing. We may impose additional eligibility requirements that apply to specific accounts or product and service.

**2. AUTHORIZATION TO VERIFY QUALIFICATIONS** - 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 and qualifications for membership, and any other accounts, products or services or services you request. We may deny your application for membership or other accounts, products or services should we identify information that allows us to form a reasonable belief that you do not meet the eligibility criteria or other conditions of membership.

### 3. ACCOUNT OWNERSHIP

**a. General Terms:** When you open an account, we may rely upon the information you provide and we maintain in our records. We determine the type of ownership of the account from this information. When you ask us to make a change to this information on your account, and we agree to the change, the change is not effective until we have had a reasonable time to act on the new information.

When we accept a deposit or permit a withdrawal from an account, we may rely upon the form of account and the terms of this Agreement at the time we process the transaction. We do not have to inquire about the source of ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an account. When we permit a withdrawal or payment at the request of any signer, or the agent of any signer, the withdrawal or payment is a complete release and discharge of the credit union from all claims regarding the withdrawal or payment.

If you instruct us to open an account in the names of two or more people, and we do so, but later determine that one or more of them have not completed our account opening documents or other requirements, you agree to hold us harmless for reliance upon your instruction. We may, at our discretion, either treat the account as being owned by all persons in whose names that account was opened or treat the account as being owned solely by the persons who have signed and completed account opening documents.

We may open an account without regard to whether you are married and without regard to whether funds held on deposit are community or separate property. We may require you to close the account in order to remove a co-owner, terminate a joint ownership or change a beneficiary or trust designation.

**b. Individual Accounts:** If only one person's name appears in the title of an account, then the account is an individual account. If there is no beneficiary designation interest if the account owner dies, the interest in the account will pass to the decedent's estate subject to other provisions 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, any security interest or pledge granted by the account owner, and our statutory lien rights.

**c. Joint Accounts:** If more than one person's name appears in the title of an account, then the account is a joint account. All persons whose names appear on the account are co-owners and presumed to own all funds equally. Each owner acts as the agent for each other co-owners and authorizes each other co-owner to transact business on the account without the consent or approval of any other co-owner. We may act and rely on the instructions of one co-owner without liability to any other co-owner. 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 in order to act.

Each co-owner is jointly and severally liable to us for all fees, charges, and other amounts owed to us, and all costs, losses and liabilities related to the account. The Membership Agreement Section 5 – Statutory Lien/Right of Offset and Pledge applies to joint accounts. All joint accounts are presumed to be joint accounts with rights of survivorship. Right of Survivorship means that when a co-owner dies, the funds in the account belong to the surviving co-owner(s), subject to our right to charge the account for any amount the deceased co-owner or surviving co-owner(s) owes us.

**d. Beneficiary Accounts:** For an individual or joint Account, you may choose to make an account payable to one or more beneficiaries. During the lifetime(s) of the account owner or co-owners, the account belongs to the account owner(s). The account owner(s) may close the account, remove or add one or more beneficiaries, change the account type or ownership, and withdraw some or all of the funds in the account. Adding or removing beneficiaries may be completed by any owner, and we are under no obligation to inform other owners or beneficiaries of any addition or removal of a beneficiary or beneficiaries.

When the account owner or last co-owner dies, we may pay any funds remaining in the account to the then surviving (if any) beneficiaries, subject to our right to charge the account for any amount the deceased co-owner or surviving co-owner owes us. A beneficiary does not acquire an interest in the account until after the death of the account owner or last co-owner. Each surviving beneficiary shall separately own an equal share; the account will be divided equally among surviving beneficiaries upon the last surviving owner's death.

**4. MINOR ACCOUNTS** - Minors may establish a joint account with a co-owner(s) who has reached the age of majority under state law and who shall, to the extent permitted by state law, be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to the minor's age. A parent or guardian of the minor shall not have access to the account unless the parent or guardian is a joint-owner. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We will automatically change the account status when the minor reaches the age of majority.

**5. UNIFORM TRANSFERS TO MINORS ACT (UTMA) ACCOUNT** - If you are a custodian of an account opened under the UTMA, you agree that funds deposited are an irrevocable gift to a minor named on the account and that you will expend the funds in the account only for the use and benefit of the minor, and upon the minor reaching the applicable termination age, or the death of the minor, transfer the assets to the minor or the minor's estate. As custodian, you are the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. If we have reason to believe that the minor has reached the termination age, we may, but are under no obligation to, limit or prohibit access to the account, accept direction of the minor with respect to the account or deliver the account assets to the minor without further consent from you.

**6. CERTIFICATE OF DEPOSIT** - If you are an owner of a Certificate of Deposit (CD) all agreements, disclosures and other documentation related to the CD are subject to this Agreement, which are incorporated herein by reference.

**7. AGENCY DESIGNATION ON AN ACCOUNT** - An agency designation is an instruction to us that authorizes a person who is not an owner to perform transactions as an agent on behalf of the account owner. We may require documentation to support the designation of an agent and may limit access to an account until such time as supporting documentation is authenticated but are under no duty to do so and are under no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

**8. DEATH OF ACCOUNT OWNER** - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, 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.

**9. SPECIAL ACCOUNT INSTRUCTIONS** - You may request that we facilitate certain trust, will, or court-ordered account arrangements. We are unable to provide legal advice and cannot counsel you as to which account arrangement most appropriately meets your specific requirements. If your request/instructions lead us to conclude we may be exposed to claims, lawsuits, expenses, liabilities, or damages, we may refuse to follow your instructions or may require you to indemnify us, post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

**10. TERMINATION OF ACCOUNT** - In addition to the Membership Agreement – Section 11 Termination of Membership; Suspension of Services, 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. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**11. ACCOUNT ACCESS** - You may access your account(s) by providing required identification, authenticated electronic credentials, or other requirements we may impose. We are not liable for limiting or refusing access to our account(s) or refusing to honor any item or instruction if we believe the action was not initiated by you. 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 information, even if you do not authorize a particular transaction.

**12. UNAUTHORIZED ACCESS** - We maintain a response program designed to address incidents of unauthorized access to sensitive member information. We are under no obligation, except as required by law, to provide you with notice of such an incident. Any claim against us related to unauthorized access is subject to Membership Agreement Section 16 – Limitation of Liability and Section 18 – Resolving Claims of your Membership Agreement.

**13. OVERDRAFTS AND NON-SUFFICIENT FUNDS** - You can avoid declined and returned items and overdrafts by making sure that your account always contains sufficient available funds to cover all of your transactions. You are responsible for ensuring sufficient funds are available to pay transactions you initiate or authorize when they are processed for payment from your account. We strongly encourage you to establish online/mobile alerts that inform you of a low balance so that you can maintain sufficient available funds to cover transactions.

You acknowledge that the time you initiate or authorize a transaction is generally not in real-time with the presentment of the transaction from a merchant or payee, and that the time between initiation by you and presentment of payment to us may result in variation of actual and available balances for us to pay an item.

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it for you. We can cover your overdrafts in three ways:

- **Overdraft Line of Credit:** If you are approved for a consumer line of credit (LOC) loan, you may link it to your checking account so that overdrafts will be covered by a draw on the LOC up to your approved loan limit. **The terms and conditions of the LOC will apply to the draw, including repayment and any fees or interest charged in connection with the draw.** If an overdraft is greater than the available limit, we may transfer funds from other accounts (see Overdraft Transfer below) or authorize and pay an overdraft (see Member Overdraft Protection below).
- **Overdraft Transfer Service:** You authorize us to make transfers of available funds automatically from your other account(s), to cover overdrafts in your checking account. We use this option to authorize and pay an item before applying MOP when your account is overdrawn. **We do not charge a fee for overdraft transfers.**
- **Member Overdraft Protection (MOP):** As a courtesy and at our discretion we may authorize and pay overdrafts for checks and other transactions using your checking account number and any automatic bill payments. **We do not charge a fee for MOP. However, you must meet eligibility criteria and maintain your account in accordance with this agreement and disclosure.**

**a. Non-Sufficient Funds (NSF):** In the event the options listed above are not available, we will not authorize or pay any items or transactions for which there are not sufficient funds available to cover the transaction. The transaction will be declined and returned unpaid for non-sufficient funds (NSF). **We will charge a \$25 fee each time an NSF item or transaction is presented for payment.** We have no control over the number of times an intended payee may resubmit the same item to us for payment. There is no limit on the total fees we can charge you for NSF transactions.

**b. Overdraft Transfer:** Overdraft Transfers is a service that allows for available funds from other accounts you own to be transferred to your checking account to cover and pay a transaction without taking your account negative. Transfers will appear on your periodic statements for each applicable account.

Terminating Overdraft Transfers: You may elect to terminate this service at any time. You can do this by the following methods:

- Call us at 800-451-4292
- Visit any branch location
- Mail a notice of your decision to Credit Union ONE, Attn: Overdraft Services, 400 E. Nine Mile Road, Ferndale MI 48220. Your election to decline will be effective after we have received notice and have had a reasonable time to act on it.

If you terminate this service, do not have MOP, and there are insufficient available funds to pay an item, it will not be paid unless it was a previously authorized one-time debit card transaction. The item will be returned, and an NSF fee will be charged. We may terminate Overdraft Transfers at any time without notice to you.

Limits on Overdraft Transfers: We will not transfer more than the available account balance in a designated linked account(s) if the amount of the overdraft exceeds the available amount. Any transactions that are not paid by the transfer will either be paid through MOP or returned as NSF, and applicable NSF Fee will be charged.

**c. Member Overdraft Protection (MOP):** MOP is not a credit product and our decision to authorize and pay an item creating an overdraft is not an extension of credit. MOP is a discretionary service provided as a courtesy to qualifying members. If you meet the eligibility criteria, we will generally pay your overdraft items up to a maximum amount established by the Credit Union. We are not required to authorize or pay any overdraft items regardless of your standing as a member, and our decision to cover prior transactions does not establish an obligation to cover future transactions. MOP will only be activated if there are no funds available in your other accounts to transfer via the Overdraft Transfer Service.

You may elect to decline MOP at any time by informing us in writing of your decision. You can do this by the following methods:

- Call us at 800-451-4292
- Visit any branch location
- Mail a notice of your decision to Credit Union ONE, Attn: Overdraft Services, 400 E. Nine Mile Road, Ferndale MI 48220. Your election to decline will be effective after we have received notice and have had a reasonable time to act on it.

Covered Transactions: MOP is available for the payment of checks, every day and recurring debit card transactions, payments you preauthorize in our Bill Payment System, ACH transactions, and transactions you perform at an ATM/ITM.

Eligibility: We determine the accounts which will be eligible for MOP and the eligibility criteria for members to qualify for MOP on an eligible account. We may establish separate overdraft limits for qualifying members. Eligible accounts and criteria are established at our sole discretion and are subject to change at any time. We may use information obtained from a consumer reporting agency to determine your eligibility and to establish an overdraft limit.

At a minimum you must be a member in good standing, 18-years of age or older, and be an owner of a qualifying checking account that has been open at least 60 days to qualify for MOP. Additional criteria may be established to determine your eligibility. If you qualify, we will notify you when MOP has been added to your account and will confirm your assigned overdraft limit. We periodically review your eligibility for continued use of MOP and to possibly adjust your assigned overdraft limit. If at any time we determine that your account is no longer eligible for MOP for any reason, we can discontinue it immediately without notice to you. If we decide to increase or decrease your overdraft limit, we will provide you notice of this decision and your assigned overdraft limit amount.

Decisions regarding eligibility and establishing overdraft limits are made without regard to your race, color, ethnicity, religious affiliation or beliefs, sex, gender, gender identity or expression, sexual orientation, family or marital status, pregnancy, national origin, age, disability, genetic information (including family medical history), height, weight, partisan political affiliation or beliefs, or US military veteran status.

Overdraft Limits: You are assigned an overdraft limit which is the total dollar amount we will cover for overdraft transactions. There is no limit on the number of transactions we will cover up to the overdraft limit amount. You understand that your overdraft limit will be reduced by the amount of each overdraft paid by us until such amounts are repaid by you. When you repay an amount we have covered, your overdraft limit is replenished by that amount.

Repayment: You agree to repay us for any negative balance that results from MOP covering a transaction, by depositing funds in an amount sufficient to bring your account to a positive balance. Repayment is due immediately and you must bring your account balance positive within 15-days of the date of the transaction causing the negative balance to avoid suspension of MOP and other restrictions on your accounts.

Suspension/Reinstatement of Service: We may suspend MOP at any time without prior notice. If your account balance is negative for 15-consecutive days or you are 15-days past due on any loan obligation you have to us, we will suspend MOP on your account. We may suspend MOP if we determine your use of MOP is excessive, abusive, or may cause harm to the credit union. You may have MOP reinstated upon repayment of your negative account balance and/or you pay past due amounts on your loan obligation. If we reinstate MOP, your overdraft limit will be adjusted to the lowest limit available to members.

Default: You are in default if your account remains negative for 30 consecutive days. We will terminate MOP and you remain responsible for repaying any negative balance that results from MOP covering a transaction. Repayment is made by depositing funds in an amount sufficient to bring your account to a positive balance.

If your account remains negative for 40 consecutive days, we will close the account. You will remain liable for repayment of the negative account balance and any fees, collection costs and attorneys' fees related to our attempts to recover the funds you owe us. We may report the closed account and any uncollected negative balance to a consumer reporting agency which may have a negative impact on your ability to open accounts and obtain credit in the future.

Other conditions of default regardless of your account balance included use of MOP we determine inappropriate or may cause harm to the credit union, or your failure abide by the terms and conditions of your Membership Agreement, or any account or loan agreement you may have with us. If you are in default, we will terminate MOP and may suspend other checking account services, terminate your checking account, or terminate your membership.

Regardless of action we take you will remain liable for repayment of any negative account balance and any fees, collection costs and attorneys' fees. In addition to any other rights that we may have, you agree that any liabilities, obligations or other amounts owed to us by you are subject to our right of offset as set forth in the Membership Agreement – Section 5 Statutory Lien/Right of Offset and Pledge to recover any amounts you owe us.

**14. ACCOUNT FEES** - Your account is subject to the fees described in the SCHEDULE OF FEES that apply to your account. You agree to immediately pay these fees. You will be provided with notice as required by law of any subsequent changes to fees related to your accounts, products, or services. Fees are based upon our assessment of your overall relationship with us and may differ from other members with the same account type.

In addition to account fees, we may charge fees related to product and services associated with your account. You can obtain current information about these products and services and any associated fees by accessing our website, calling our contact center, or visiting a branch location. The availability of these products and services and related fees are subject to change at any time, and unless required by law we will not provide notice of changes to these products, services, or associated fees.

We establish fees based upon many factors including the value we offer, deterrence of misuse of an account, and consideration of benefits to members of the cooperative which includes the safety and soundness of the credit union. We may also consider our cost but do not set fees based solely upon the direct or overall cost of providing an account or related product or service.

We may deduct fees, overdrafts, or other amounts you owe us from any of your accounts with us. We may make these deductions at any time and without notice to you. Such action may result in a negative balance or a more negative balance, which may cause the assessment of additional fees. We may use deposits you or others make to your accounts to pay fees or cover negative balances prior to posting other debits processed the same day. Unpaid fees will be considered a default of this Account Agreement and may result in suspension or termination of services or termination of membership. We reserve the right to collect fees as provided in the Membership Agreement Section 5 - Statutory Lien/Right of Offset and Pledge.

Some government payments/benefits may be exempted from attachment, garnishment, levy, or other legal process. If such protections otherwise apply to deductions we make for amounts you owe us, to the extent you may do so by law, you waive these protections and grant us the authority to use these funds to pay the amounts you owe us.

**15. INTEREST-BEARING ACCOUNTS** - Not all deposit accounts are interest-bearing. If you have an interest-bearing account, we will disclose the rate of interest, the methodology for calculating interest, and the frequency of payment of interest as required by law (See Truth-in-Savings Disclosure). The interest we pay is based upon our assessment of your overall relationship with us and may differ from other members with the same account type. Except for certificates of deposit accounts, all rates paid on accounts are variable and subject to change at any time. You will be provided with a notice of any changes to rates, methods of calculation, or frequency of payment as required by law.

**16. PROCESSING DEPOSITS AND CASHED ITEMS** - We may accept, accept for collection, refuse, or return all or part of any deposit. If we accept checks or other items ("items") for deposit to your account or cash them, you agree to be responsible for the checks or other items if there are subsequent problems.

- If we cash an item and it is not paid for any reason, we may charge your account for the amount of the item even if it causes your account to be overdrawn.
- We may accept an item to your account from anyone without questioning the authority of the person presenting the item for deposit
- We may refuse to accept for deposit to your account any items payable to another person or business, even if you are the owner of the business.
- We act only as collecting agent for any items presented for deposit and assume no duty beyond the exercise of ordinary care – we are not responsible for any delays made by others in the collection process.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is draw or an authorized electronic signature of that person.
- We may require ID or impose other conditions before accepting a deposit.
- If cash is deposited into your account that we later determine is counterfeit, we may charge your account for the amount we determine to be counterfeit.
- We may assess a charge for processing cash in a deposit.
- We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
- You agree and warrant that any item you deposit by means of mobile banking has been created from a paper check, was authorized by the account holder, and will not be presented more than once. You agree to indemnify the credit union for any liability or loss resulting from a breach of this warranty and to fully reimburse the credit union for all losses incurred.

**a. Collection Items:** We may accept certain items on a collection basis only. We may credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if this causes your account to become overdrawn.

#### Foreign Items

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. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

#### Lost 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. We are not liable for the loss or delay of an item in the collection process. Each correspondent will only be liable for its own negligence.

**b. 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 endorsements 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, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of 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. If we offer a

remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

**c. Error Corrections:** When we accept your deposits, we may provisionally credit your account for the amount declared. You must ensure the amount declared is correct. If later we determine the amount declared is incorrect, either by your error or ours, we may adjust (debit or credit) your account. You have one year from the date of a deposit made in error to notify us of such error. Otherwise, the amount of the deposit indicated on an account statement will be considered finally settled. If the amount deposited in error is greater than the amount declared, the difference between the amount deposited and declared is our property and we reserve the right to recover those funds from you if we notify you of the error within one year of its occurrence. We may deduct this amount from your accounts, even if this causes your accounts to become overdrawn.

**d. Returned Items:** This section applies to items that you deposit or that we cash for you and includes items drawn on us as well as items drawn on other financial institutions. You are responsible for returned items.

If a cashed or deposited item is returned to us at any time for any reason by the financial institution on which it is drawn or by any collecting bank, we may accept that return, pay the claiming party, and charge the item to your account without regard to whether we or the other financial institution finally paid the item or returned the item in accordance with applicable deadlines or automated clearinghouse (ACH) rules. We may debit your account, plus any earned interest, for a returned item on or after the day it is returned to us by electronic, ACH, or other means or on the day we receive the notice that the item is being returned to us – whichever is earlier.

We are not obligated to question the truth of facts that are asserted, to assess the timeliness of a claim, to take action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient funds available to cover the item, we may overdraw your account. We are not liable to you if there are insufficient funds to pay our items because we withdraw funds or restrict access to your account due to a hold or debit in connection with the return of a cashed or deposited item. We may act on, and you agree to be bound by, an electronic notice of return or indemnified copy, or image replacement document just as the original had been returned. We may send the unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive notice of dishonor and protest and agree that we have no obligation to notify you of an item that is being returned.

**e. Direct Deposits:** Direct deposits or preauthorized transfers must be authorized by you by following applicable processes in effect for such transactions. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. 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.

**f. Crediting of Deposits:** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**17. AVAILABILITY OF DEPOSITED FUNDS** - Please refer to our "FUNDS AVAILABILITY POLICY DISCLOSURE" for important information on how we make funds available for withdrawal from your accounts. We may, from time to time, update our FUNDS AVAILABILITY POLICY DISCLOSURE. If required by law, we will provide you with notice of such changes. The most recent disclosure will always be available on our website at [cuone.org](http://cuone.org).

## **18. PROCESSING WITHDRAWALS**

**a. Paying Checking and Other Items:** A We may debit your account for a check or other item drawn on your account either the day it is presented, or on the day we receive notice that the item has been deposited for payment at another financial institution, whichever is earlier. If you do not have sufficient funds available to cover the item, we may decide to return it, or we may pay it and overdraw your account. We may determine your balance and make our decision on insufficient funds at any time between receipt for the item or notice and the time we return the item. We are required to determine your account balance only once during this period.

**b. Cashing Checks:** We may refuse to cash a check that is written to you. If we do cash such a check and it is returned to us unpaid for any reason at any time, we may deduct the amount of the check from your account, even if this causes your account to be overdrawn. We may cash checks payable to any signer on your account when endorsed by any other signer. If you ask us to cash a check or other items for you, we may apply the proceeds to other amounts you owe us

When a person with a check or other item drawn on your account asks us to cash it or deposit it, we may require identification and other requirements satisfactory to us. We may refuse to cash the check for any reason and are not liable to you for such action. When we cash your check or accept it for deposit, we may do so without first reviewing your account to determine if you have sufficient funds available to cover the check. If the person cashing the check is not a member of Credit Union ONE, we may impose a fee for cashing the check.

**c. Examining Checks:** Due to the volume of checks received and requirements of compliance laws, we process checks with automated check processing procedures, mainly through Magnetic Ink Character Recognition (MICR). We generally do not visually review checks or other items for dates, signatures or legends. Since we do not examine checks, it is critical for you to take care of your checks, promptly review account statements, and immediately report any suspicious or unauthorized activity to us. You agree that automated processing of your checks is reasonable and you accept responsibility for preventing and reporting forgeries, alterations or any other unauthorized use of your checks or accounts.

**d. Large Cash Withdrawals:** We may require reasonable advance notice for large cash withdrawals. We may refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a branch if we believe that the amount is unreasonably large or that honoring the request would cause undue hardship or present a security risk. We may require that such withdrawals be arranged to be handled by an armored carrier acceptable to us and at your expense.

**e. Stale-dated and Postdated Checks:** A check that is dated more than six months in the past is considered stale-dated, and if presented for payment, we may pay the check and charge it to your account. A check that is dated in the future is considered a postdated check, and if presented for payment before the date stated, we may pay the check and charge it to your account. If you do not want us to pay a stale-dated or postdated check you may place a stop payment order on the check.

**19. PROCESSING AND POSTING ORDERS** - Posting transactions to your account impacts your account balance. Posting a credit increases your balance, while posting a hold or debit decreases your balance. We use automated systems to process transactions and then to post transactions to accounts. Transactions are generally posted in the order in which they are received, which may be in a different order in which you conduct them. We may process multiple transactions on the same day, and you agree that we have discretion to determine the posting order of categories and transactions



within a category. You also agree that we have discretion to determine posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits, and holds in and order at our option.

## 20. TRANSACTION LIMITATIONS

**a. Withdrawal Limitations:** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is 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; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations:** We may limit the dollar amount or the number of transfers from your account. Please consult your TRUTH-IN-SAVINGS DISCLOSURE or your ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE.

## 21. INSUFFICIENT FUNDS – OVERDRAFTS AND RETURNED ITEMS

You can avoid declined and returned items and fees for overdrafts by making sure that your account always contains sufficient available funds to cover all of your transactions.

When we determine that you do not have enough funds available in our account to cover an item, we consider it to be an insufficient funds item. If we identify other deposit accounts you own with available funds to cover the item, we will transfer funds to cover the item. Otherwise, without notice to you, we either authorize and pay the insufficient item and overdraw your account (overdraft item), or we decline the transaction and return the item without payment (returned item). We may charge a fee or fees associated with transfers of funds, overdraft items, or returned items. Please refer to the SCHEDULE OF FEES.

An overdraft item may only occur if you meet certain eligibility requirements for Member Overdraft Protection, you have opted into coverage for transactions that required your consent (e.g., ATM and everyday debit card transactions), and we, at our sole discretion, decide to pay the item.

**22. STOP PAYMENT ORDERS** - If we have not already paid an item that is drawn on your account, then at your request and risk we may accept a stop payment order on an item. You may not request a stop payment order on a point-of-sale or ATM/ITM transaction.

**a. Placing a Stop Payment Order:** We may accept a verbal or written stop payment order from any owner of an account. We may require you to complete a form authorizing the order. You must give us sufficient advance notice to allow us a reasonable opportunity to verify the item is unpaid and act on your request. We may charge you a fee for each stop payment order. The amount of the fee and other conditions that may apply are set forth in the TRUTH-IN-SAVINGS DISCLOSURE OR SCHEDULE OF FEES. We use automated systems to identify items and stop their payment. Therefore, we require specific information that must be accurate and complete. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft.

**b. Duration of Order:** A verbal stop payment order is effective for 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We are not required to provide you with notice of a stop payment order expiration.

**c. Liability:** If we stop a payment on your order, you may still be liable to any holder of the item, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**d. Additional Information – Stop Payment on Preauthorized (Recurring) Electronic Funds Transfers:** If you have told us in advance to make regular payments out of your account or told someone else to debit your account through the ACH system, you can stop these payments. The stop payment order may apply to a single transfer, multiple transfers, or all future transfers, and will remain in effect until you withdraw your request or all transactions have been returned.

You must notify us verbally or in writing at any time up to three business days prior to the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any verbal notification. We may require you to provide specific information that must be accurate and complete. You must notify the payee that you have withdrawn your authorization to any transaction.

Liability for Failure to Stop Payment – If you order us to stop a preauthorized payment three or more business days before the transfer is scheduled, and you have given us all the information requested, and we do not stop the payment, we will be liable to you for your losses and damages caused directly by our failure to stop payment.

**23. STATEMENTS** - We provide periodic statements that show activity on your account during the time period covered by the statement as required by law. Statements will be delivered to you in the manner in which you request. We recommend you use our electronic banking services to receive all communications including account statements. Should you require mailed statements, you agree to maintain your information as required by your Membership Agreement Section 8 - Contact Information. You agree that we may consolidate accounts held by joint owners into a single statement.

You agree to examine your statement and report any irregularities (forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies) to us. We are not responsible for any loss you incur due to your failure to examine your statement or provide notice of an irregularity within 33 days from the date the statement is made available electronically or mailed to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment. If you discover an irregularity involving an electronic fund transfer, please refer to the ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE.

For checking accounts, you understand and agree that your original check or draft, when paid, becomes our property and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement. You agree that the Credit Union's retention of checks or drafts 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 14 days of the time you regularly receive a statement.

**24. INACTIVE ACCOUNT - ESHEATS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our SCHEDULE OF FEES. 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 or reserve account 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 then be presumed to be abandoned. Funds in abandoned accounts will be reported and escheated in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**25. 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, for example: (1) your account contains an insufficient available balance 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, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. 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 financial institution 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 Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

**26. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any interest earned or dividends paid to your account as required by federal, state or local law or regulations. 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

**27. LEGAL PROCESS** - If legal action is brought against any owner and we are presented with legal process we may follow the instructions and pay funds as instructed, or we may refuse to pay funds and hold them until the dispute is resolved as permitted by law. 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.

**28. 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.

**29. ENFORCEMENT** - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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.

**30. GOVERNING LAW** - Except as otherwise set forth in the Membership Agreement Section 18 – Resolving Claims is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Michigan. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought exclusively in Oakland County, Michigan.

## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Credit Union ONE. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

### 1. GENERAL POLICY — our policy is to make funds available from deposits you make as follows:

- a) Funds from your cash and check deposits made in person to an employee of Credit Union ONE will be available to you on the same day that we receive your deposit. In some cases, we will not make all of the funds from checks that you deposit in person to an employee of the credit union available to you on the same day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the day of your deposit. If we are not going to make all of the funds from your deposit available on the same day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your notice. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
- b) Funds deposited via mail will be made available to you on the same day we receive your deposit. In some cases, we will not make all of the funds from checks that you deposit via mail available to you on the same day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the day of your deposit. If we are not going to make all of the funds from your deposit available on the same day, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
- c) Funds deposited via the night depository will be made available to you on the day we receive your deposit. Deposits are considered received on a day the branch is open as of the time listed on the night depository, or 10:00am in the event the night depository does not have a time listed. Funds deposited into a night depository after the cutoff time at a branch on a day when the branch is open for business or on a day when the branch is closed for business will be considered received on the next day the branch is open for business. In some cases, we will not make all of the funds from checks that you deposit via night depository available to you on the same day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the day of your deposit. If we are not going to make all of the funds from your deposit available on the same day, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
- d) Electronic direct deposits will be available on the day we receive the deposit.
- e) Funds deposited by check to an automated teller machine (ATM) will be available to you on the second business day after the day of your deposit; however, the first \$225.00 will be made available on the same day you make your deposit. In addition, U.S. Treasury checks that are deposited to the account of the named payee at an ATM we own and operate will be available on the next business day you make your deposit. If we are not going to make all of the funds from your deposit at an ATM as described in this section available, we will mail you the notice by the next business day after we receive your deposit.
  - I. Funds deposited by cash to an envelope-free ATM will be made available to you on the same day that we receive the deposit.
  - II. Funds deposited by cash at a non-proprietary ATM via an envelope deposit will be made available to you on the second business day after the day of deposit.
  - III. ATMs we own and operate are identified as Credit Union ONE machines.

Funds deposited after 3pm on a business day we are open will be considered received and deposited on the next business day.

- f) Funds from the following types of deposits made at a shared branch will be made available to you on the same day you make your deposit: cash; U.S. Treasury checks; Federal Reserve or Federal Home Loan Bank checks; U.S. Postal Service money orders; state or local government checks where the shared branch outlet is located in the same state as the payor of the check; and computer-generated payroll checks of \$2,500.00 or less. Payroll check availability is subject to paystub verification of the check number and net pay. Funds from all other checks deposited at a shared branch will be available on the second business day after the day of your deposit; however, the first \$225.00 of such deposits will be made available to you on the same day you make your deposit.
- g) Funds deposited by check to an interactive teller machine (ITM) will be available to you on the second business day after the day of your deposit; however, the first \$225.00 will be made available on the same day you make your deposit. In addition, U.S. Treasury checks that are deposited to the account of the named payee at an ITM we own and operate will be available on the next business day following the day you make your deposit. If we are not going to make all of the funds from your deposit at an ITM available **as described in this section**, we will provide you with a notice by the next business day after we receive the deposit.
- h) Except as otherwise stated in this policy, funds from checks drawn on the U.S. Treasury, U.S. Postal Money Orders, checks drawn on a Federal Reserve Bank or Federal Home Loan Bank, checks drawn by a State or local government, or cashier's, certified, or tellers checks will be made available to you on the same day we receive your deposit.

Once funds are available, you can withdraw the funds in cash and we will use the funds to pay 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 before close of business 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 the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. HOLDS ON OTHER FUNDS** — if we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial 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 Disclosure for the type of check that you deposited.

**3. LONGER DELAYS MAY APPLY** — we may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) 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 seventh business day after the day of your deposit.

**4. 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 \$5,525.00 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 that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 may not be available until up to 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 \$5,525.00 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 ninth business day after the day of your deposit.

**5. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Credit Union ONE ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Platinum Mastercard Debit Card.** If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, CO-OP and NYCE networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings, checking, loan, and money market accounts.
- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, and money market accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Freedom Access accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.
- Connect your card to a mobile device.

The following limitations on Platinum Mastercard Debit Card transactions may apply:

- You may make 25 Platinum Mastercard Debit Card purchases per day.
- You may purchase up to a maximum of \$5,010.00 per day.
- You may make 25 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$5,010.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**b. 24 Hour Phone Banking.** If we approve 24 Hour Phone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use 24 Hour Phone Banking to:

- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Freedom Access account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under 24 Hour Phone Banking via a touch-tone telephone only. 24 Hour Phone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on 24 Hour Phone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$50,000.00 per day and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**c. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings, checking and/or money market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings, checking, and money market account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**d. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**e. Online Banking.** If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Freedom Access accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$50,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

**f. Online Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Online Bill Pay transactions may apply:

- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.
- The maximum amount of bill payment is \$9,999.99 per transaction.

**2. TRANSFER LIMITATIONS — None.**

**3. CONDITIONS OF EFT SERVICES —**

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

**Mastercard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of up to 1.00% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES** — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(800) 451-4292

or write to:

Credit Union ONE  
400 E 9 Mile Road  
Ferndale, MI 48220

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 check without your permission.

**6. RIGHT TO RECEIVE DOCUMENTATION** —

**a. Periodic Statements.** Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (800) 451-4292. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE** — We will disclose information to third parties about your account or the transfers you make:

- As necessary to verify or complete a transaction;
- To verify the existence of your account upon the request of a third party;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To provide information to credit reporting agencies;
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS** — Our business days are Monday through Saturday, excluding holidays.



**9. CREDIT UNION LIABILITY FOR 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(800) 451-4292

or write to:

Credit Union ONE  
400 E 9 Mile Road  
Ferndale, MI 48220

- Tell us your name and account number.
- Describe the electronic 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 ten (10) business days.

We will determine whether an error has occurred within ten (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 ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) 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 you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**12. REVERSAL OF TRANSACTION** — We will reverse and recredit to your account an electronic fund transfer initiated by you for the purchase of goods or services from a third party if you dispute the purchase of goods or services of \$50.00 or more. You must notify us within four (4) calendar days of the transaction that you have made a good faith attempt to resolve the dispute with the merchant, that you have returned or attempted to return the goods or services, and that you request a reversal of the transaction.

If your request is oral, we may require that you verify the request in writing within 14 calendar days following oral notice. If you do not provide us with written verification, we may reinstate the original transaction amount.

**13. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**14. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Michigan, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. The name and address of the governmental agency regulating the Credit Union is:

Department of Insurance and Financial Services  
Office of Credit Unions  
P.O. Box 30220  
Lansing, MI 48909-7720

**15. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, 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 postjudgment collection actions.

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# TRUTH-IN-SAVINGS DISCLOSURE

## LAST DIVIDEND DECLARATION DATE:

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

## RATE SCHEDULE

ACCOUNT TYPE	DIVIDENDS			BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate / Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	
Membership Share	----	----	----	----	\$1.00	----	----	----

## ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.**

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule.

**2. NATURE OF DIVIDENDS** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

**4. ACCRUAL OF DIVIDENDS** — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, you will not receive the accrued dividends.

**5. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Membership Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule.

**6. ACCOUNT LIMITATIONS** — For Membership Share accounts, no account limitations apply.

**7. FEES FOR OVERDRAWING ACCOUNTS** — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in

order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

**8. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share \$1.00 (funded by the Credit Union)

Number of Shares Required 1

**9. RATES** - The rates and fees provided in or with the Rate Schedule are accurate as of the last dividend declaration date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.

**10. FEES** — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).



# TRUTH-IN-SAVINGS DISCLOSURE

## EFFECTIVE DATE:

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

## RATE SCHEDULE

ACCOUNT TYPE	INTEREST			BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Interest Rate/ Annual Percentage Yield (APY)	Interest Compounded	Interest Credited	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends	
Personal Savings	See Separate Rate Schedule	Monthly	Monthly	---	\$500.00	---	Daily Balance	---
IRA/Roth IRA Savings		Monthly	Monthly	---	---	---	Daily Balance	---
Coverdell Education Savings		Monthly	Monthly	---	---	---	Daily Balance	Account withdrawal limitations apply.
Money Market		Monthly	Monthly	Monthly	\$1,000.00	---	Daily Balance	---
Basic Checking		---	---	---	\$25.00	---	---	---
Cash Back Checking		Monthly	Monthly	Monthly	\$25.00	\$500.00	Daily Balance	---
Cash Back Student Checking		Monthly	Monthly	Monthly	\$25.00	---	Daily Balance	---
Business Interest Checking		Monthly	Monthly	Monthly	\$100.00	\$3,000.00	Daily Balance	---

## ACCOUNT DISCLOSURES

**Except as specifically described, the following disclosures apply to all of the accounts.**

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. For Personal Savings and YouthSaver accounts, the interest rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. For IRA/Roth IRA Savings, Coverdell Education Savings, Money Market, Cash Back Checking, Cash Back Student Checking and Business Interest Checking accounts, the interest rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. The Personal Savings, Money Market, Cash Back Checking, and Cash Back Student Checking accounts are tiered rate accounts. The balance ranges and corresponding interest rates and annual percentage yields applicable to each tier are disclosed in

a separate Rate Schedule. Once a particular range is met, the interest rate and annual percentage yield for that balance range will apply to the full balance of your account.

**2. INTEREST COMPOUNDING AND CREDITING** — The compounding and crediting frequency applicable to each account is set forth in the Rate Schedule.

**3. ACCRUAL OF INTEREST** — For all earning accounts, interest will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued interest is credited, you will not receive the accrued interest.

**4. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Membership Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance

requirements applicable to each account are set forth in the Rate Schedule. For Personal Savings, Cash Back Checking and Business Interest Checking accounts, there is a minimum daily balance required to avoid a service fee for the calendar month. If the minimum daily balance requirement is not met each day of the crediting period, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Money Market, Cash Back Checking, Cash Back Student Checking, and Business Interest Checking accounts, there is a minimum daily balance required to earn the annual percentage yield disclosed for the crediting period. If the minimum daily balance requirement is not met each day of the crediting period, you will not earn the stated annual percentage yield. For accounts using the daily balance method as stated in the Rate Schedule, interest is calculated by applying a daily periodic rate to the principal in the account each day.

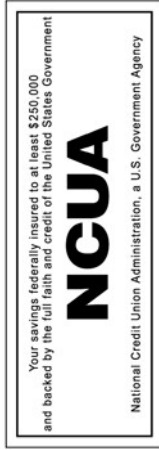
**5. ACCOUNT LIMITATIONS** —For Coverdell Education Savings accounts, withdrawals for educational purposes only and used by age 30 or account must be converted to Regular IRA. For Personal Savings, IRA/Roth IRA Savings, Money Market, Basic Checking, Cash Back Checking, Cash Back Student Checking, and Business Interest Checking accounts, no account limitations apply.

plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

**6. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$1.00 (funded by the Credit Union)
Number of Shares Required	1

**7. RATES** - The rates provided in or with the Rate Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.



## PERSONAL ACCOUNTS SCHEDULE OF FEES AND CHARGES

### Savings and Checking Account Fees

Fee:	Amount:	What does this mean:
Maintenance Fee (Savings)	\$5.00 per month	<p>Members who meet one of the following will not be assessed a maintenance fee:</p> <ul style="list-style-type: none"> <li>• have a \$500.00 combined average balance in all savings accounts</li> <li>• have a checking or loan product (including an open line of credit)</li> <li>• are under 25 or over 64 years of age</li> <li>• have a savings account established for less than 120 days</li> </ul>
Maintenance Fee (Cash Back Checking)	\$6.00 per month	<p>Members who meet one of the following will not be assessed a fee:</p> <ul style="list-style-type: none"> <li>• have a \$500.00 monthly average balance in the cash back checking account</li> <li>• have an incoming automatic deposit (Ex: Payroll, Social Security, Pension)</li> <li>• Perform any combination of 15 qualifying transactions in a month. Qualifying transactions include debit card and bill pay transactions. Debit Card Transactions must be posted to the account by the last day of the month. Excludes ATM transactions.</li> <li>• are under 25 years or older than 64 years</li> </ul>
Maintenance Fee (Basic Checking)	\$10.00/\$15.00 per month	Members who have direct deposit will be assessed a \$10.00 monthly maintenance fee. Members who do not have direct deposit will be charged a \$15.00 monthly maintenance fee.
Paper Statement Fee	\$2.00 per statement	A \$2.00 fee is assessed for mailing paper statements to members with a checking account.
Insufficient Funds Fee (Returned)	\$25.00 (each submission/resubmission)	This fee is assessed when a check, automatic withdrawal, debit card transaction and/or ATM withdrawal is submitted to a checking, savings and money market account with non-sufficient funds to cover payment of the transaction.
Returned Check Fee	\$25.00 (each submission/resubmission)	A fee is assessed when a member deposits a check into their account and there are insufficient funds to cover the payment.
Stop Payment Fee	\$30.00 per item	A fee is assessed when a member requests a stop payment on an automatic transaction or check.
Foreign Debit Card Transaction Fee	1.00% of transaction amount	A fee is assessed when a Credit Union ONE card is utilized for an foreign transaction. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside of the United States at the time of the transaction.
ATM Out of Network Fee	\$1.50 per transaction	A fee is assessed when a Credit Union ONE member performs a transaction at a non-Credit Union ONE or non-CO-OP Network (Shared Branching) ATM.
Foreign Item Fee	\$25.00 per item	A fee is assessed when a member deposits a check into their account that is drawn on an institution outside of the United States.

<b>Fee:</b>	<b>Amount:</b>	<b>What does this mean:</b>
Domestic Wire WTH Fee	\$25.00 per transaction	A fee is assessed per outgoing wire transfer within the United States.
International Wire WTH Fee	\$50.00 per transaction	A fee is assessed per outgoing wire transfer outside of the United States.
Legal Processing Fee	\$75.00	A fee is assessed for processing legal requests including but not limited to garnishments and levies.
International Direct Transfer Fee	\$10.00 per transfer	A fee is assessed to process international direct transfers to select countries.
Account Inactivity Fee	\$5.00 per month	A fee is assessed if an account has not had activity within the past 12 months: Excludes: IRAs, CDs, loans and minor accounts
Escheatment Fee	\$50.00 per account	A fee is assessed if an account has not had activity with the past three years and is required to be escheated to the State of Michigan.
Returned Mail Fee	\$5.00	A fee is assessed if mail is returned to Credit Union ONE as non-deliverable.
Online Bill-Pay Expedited Check Payment Fee	\$19.95 per item	Credit Union ONE will expedite a payment for members through Online Bill-Pay. A fee will be assessed for each request made through Online Bill-Pay.
Service Center Withdrawal Fee	\$10.00	Members who maintain a \$500.00 combined average balance in all savings accounts, have a checking account, or any loan product with a balance will not be assessed this fee.
Debit Card Replacement Fee	\$5.00	Excludes cards that are re-issued connected to the normal card expiration date.
History Fee	\$2.00	A \$2.00 fee will be assessed for each transaction history printout.
Cashier's Check Fee	\$3.00 per item	A \$3.00 fee will be assessed per cashier's check.
Non-Member Check Cashing Fee	\$5.00 per check	A \$5.00 fee will be assessed for each check cashed by a non-member at a Credit Union ONE branch.
Closure Fee	\$5.00	A fee is assessed on an account closed within the first 90 days of being opened.

Credit Union ONE  
400 E. Nine Mile  
Ferndale, MI 48220  
(800) 451-4292  
www.cuone.org

# TRUTH-IN-SAVINGS DISCLOSURE

## EFFECTIVE DATE:

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

## RATE SCHEDULE

	Interest Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Interest Compounded	Interest Credited	Additional Deposits	Withdrawals	Renewable
<input type="checkbox"/> Certificate of Deposit	See Separate Rate Schedule	Fixed	\$2,500.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations Section	Automatic
<input type="checkbox"/> IRA Certificate of Deposit								
<b>3 Month</b>								
\$2,500.00 - \$9,999.99								
\$10,000.00 - \$24,999.99								
\$25,000.00 - \$49,999.99								
\$50,000.00 - \$99,999.99								
\$100,00.00 or greater								
<b>6 Month</b>								
\$2,500.00 - \$9,999.99								
\$10,000.00 - \$24,999.99								
\$25,000.00 - \$49,999.99								
\$50,000.00 - \$99,999.99								
\$100,00.00 or greater								
<b>12 Month</b>								
\$2,500.00 - \$9,999.99								
\$10,000.00 - \$24,999.99								
\$25,000.00 - \$49,999.99								
\$50,000.00 - \$99,999.99								
\$100,00.00 or greater								
<b>18 Month</b>								
\$2,500.00 - \$9,999.99								
\$10,000.00 - \$24,999.99								
\$25,000.00 - \$49,999.99								
\$50,000.00 - \$99,999.99								
\$100,00.00 or greater								



RATE SCHEDULE (continued)							
Interest Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Interest Compounded	Interest Credited	Additional Deposits	Withdrawals	Renewable
<b>See Separate Rate Schedule</b>							
<b>24 Month</b>	Fixed	\$2,500.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations Section	Automatic
\$2,500.00 - \$9,999.99							
\$10,000.00 - \$24,999.99							
\$25,000.00 - \$49,999.99							
\$50,000.00 - \$99,999.99							
\$100,00.00 or greater							
<b>36 Month</b>							
\$2,500.00 - \$9,999.99							
\$10,000.00 - \$24,999.99							
\$25,000.00 - \$49,999.99							
\$50,000.00 - \$99,999.99							
\$100,00.00 or greater							
<b>48 Month</b>							
\$2,500.00 - \$9,999.99							
\$10,000.00 - \$24,999.99							
\$25,000.00 - \$49,999.99							
\$50,000.00 - \$99,999.99							
\$100,00.00 or greater							
<b>60 Month</b>							
\$2,500.00 - \$9,999.99							
\$10,000.00 - \$24,999.99							
\$25,000.00 - \$49,999.99							
\$50,000.00 - \$99,999.99							
\$100,00.00 or greater							

**ACCOUNT DISCLOSURES**

*Except as specifically described, the following disclosures apply to all of the accounts.*

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. For all accounts, the interest rate and annual percentage yield are fixed and will be in effect for the initial term of the account. The Certificate of Deposit and IRA Certificate of Deposit accounts are tiered rate accounts. The balance ranges and corresponding interest rates and annual percentage yields applicable to each tier are disclosed in a separate Rate Schedule. Once a particular

range is met, the interest rate and annual percentage yield for that balance range will apply to the full balance of your account. For accounts subject to interest compounding, the annual percentage yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

**2. INTEREST COMPOUNDING AND CREDITING** — The compounding and crediting frequency of interest applicable to each account is stated in the Rate Schedule. At your option, you may choose to have interest credited to your certificate account or paid to you by check. If you elect to have interest paid to you by check, compounding will not apply.

**3. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Membership Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Certificate of Deposit and IRA Certificate of Deposit accounts, interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**4. ACCRUAL OF INTEREST** — For Certificate of Deposit and IRA Certificate of Deposit accounts, interest

will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

**5. TRANSACTION LIMITATIONS** — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below and your account will be closed. Partial withdrawals are not allowed.

**6. MATURITY** — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

**7. EARLY WITHDRAWAL PENALTY** — We may impose a penalty if you withdraw funds from your account before the maturity date.

**a. Amount of Penalty.** For Certificate of Deposit and IRA Certificate of Deposit accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

- Terms of 6 months or less      30 days' interest
- Terms of 12 months            90 days' interest
- Terms of longer than 12 months   180 days' interest

**b. How the Penalty Works.** The penalty is calculated as a forfeiture of part of the interest that has been or would be earned on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal.

**c. Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple interest earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

**8. RENEWAL POLICY** — The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a

grace period of seven (7) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

**9. NONTRANSFERABLE/NONNEGOTIABLE** — Your account is nontransferable and nonnegotiable.

**10. MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share      \$1.00 (funded by the Credit Union)  
Number of Shares Required    1

