

Account Agreements



**Terms and Conditions
Electronic Transfers
Funds Availability**

TABLE OF CONTENTS

TERMS AND CONDITIONS	2
Agreement.....	2
Bylaws.....	2
Privacy.....	2
Liability.....	2
Deposits.....	2
Deposits of Funds - Final Payment.....	2
Withdrawals.....	3
Ownership of Account and Beneficiary Designation.....	3
Accounts for Minors.....	3
Fiduciary Accounts.....	3
Business, Organization and Association Accounts.....	3
Payment/Posting Order of Items.....	4
Overdrafts.....	4
De Minimis Overdrawn Account.....	4
Daily No-Bounce Cap.....	4
Right to Pay or Return.....	4
Stop Payments.....	4
Telephone Transfers.....	4
Amendments and Termination.....	5
Statements.....	5
Account Transfer.....	5
Direct Deposits.....	5
Temporary Account Agreement.....	5
Right to Repayment of Indebtedness.....	5
Restrictive Legends.....	6
Pledges.....	6
Check Processing.....	6
Check Cashing.....	6
Legal Actions Affecting Your Account.....	6
ACH and Wire Transfers.....	6
Facsimile Signatures.....	6
Closing Accounts.....	6
Financial Data Verification.....	6
Notices.....	6
Governing Law.....	6
ELECTRONIC FUND TRANSFERS	6
FUNDS AVAILABILITY DISCLOSURE	9

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document (the "Agreement"), along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or form or open or continue to use the account(s), you agree to terms of this Agreement. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. You will also receive a separate Truth-In-Savings disclosure brochure, which is also part of your Agreement with us. If you have any questions, please call us.

This Agreement is subject to applicable federal laws, the laws of the state of Michigan and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card or form for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account(s). However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account(s) and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

PRIVACY - Information about your accounts is private. Please see our privacy brochure for further information regarding our efforts to safeguard your account information.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

Except as otherwise specifically set forth in this Agreement, we shall not be responsible for or be subject to any liabilities relating to your accounts other than those imposed upon us by law for lack of good faith or failure to exercise ordinary care. This disclaimer shall include but shall not be limited to loss or damage suffered by or to a person resulting from the use of remote teller units, drive-in or other equipment. In no event shall our liability exceed the greater of your losses or the amount of the transaction, except as otherwise provided by law. We will not be liable to you if: (a) through no fault of our own, your account does not contain enough money to make the transaction; (b) circumstances beyond our control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to a legal process or other claim. We will not be liable for consequential damages except liability for wrongful dishonor.

DEPOSITS - You may deposit any amount into your accounts by cash, check, preauthorized, automatic or computer transfer or telephonic order or instruction, or by our automated bank by phone service or online banking service, or by mail. We have the right to clear checks, drafts, bonds, or other non-cash items. If we feel there is a reason, we can refuse, limit, or return any deposit. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. All items accepted for deposit or collection are subject to final credit as determined by the applicable collection procedure and our funds availability policy (as set forth in this Agreement) and applicable law.

DEPOSIT OF FUNDS - FINAL PAYMENT - If final payment is not received, we may charge your account for the amount of such items and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds. We have the right to charge-back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use. We may debit your account into overdraft on a charge-back situation, and not be liable for damages to you as a result of the charge-back. Nothing in this Agreement shall be construed to require us to debit the account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

WITHDRAWALS - All sums paid to the credit union (less setoffs allowed by law and/or provided for by contract) will be paid on proper withdrawal demand. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances. You agree that we may charge fees for overdrafts, except for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - An individual account is an account in the name of a single individual. An authorized signer may be designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

Joint Accounts - An account owned by two or more persons is a joint account. Accounts which are joint accounts are the property of all joint owners. Each joint owner must sign a signature card or form, which evidences the owner's intent to be bound by this Agreement. The credit union will act on the written instructions of any one or more of the joint owners and will continue to follow those instructions until it receives written notice of a change in instruction. Any transactions which occur before we receive written notice of such change in instructions will be binding on all owners. We have the right to endorse any checks, drafts or other orders for the payment of money made out by any one of the joint owners. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. A joint owner shall be responsible for returning any unused checks or access devices from any joint owner removed from the account. If any account owner is indebted to us, we may enforce our rights against any and all funds in the joint account regardless of who contributed the funds to the joint account.

Each joint account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment of items drawn on an account, transfer, or pledge to us all or any part of the shares of any account without consent of the other account owner(s) and we shall have no duty in such event to notify any other account owner(s). We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a joint account. If we receive written notice of a dispute between account owners or receive inconsistent instructions from them, we may: (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to take any action on a transaction; or (3) require that all account owners agree in writing to any transaction concerning the account.

Joint Account - With Survivorship (And Not As Tenants In Common) - A joint account with survivorship is an account in the name of two or more persons. Each of you intend that when you die the balance in your joint account(s) (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

ACCOUNTS FOR MINORS - For any account established for or by a person under 18 years of age, we reserve the right to require such minor account holder to have a parent/guardian joint account owner who is at least 18 years of age who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. Persons under age 18 may not open a money market account. We will not honor any transaction request by a parent or guardian who is not a joint account holder.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

PAYMENT/POSTING ORDER OF ITEMS - To assist you in handling Your Account with us, we are providing you with the following information regarding how we process items presented for payment on Your Account, whether paper check or items received electronically. Debit card transactions (both signature and point of sale) are posted in real time throughout the day as merchants present these items to us. Merchants often hold items in batches, so there may be some delay in the presenting and posting of these items. Transactions made at ATMs are posted immediately if the system is on-line. If the ATMs or associated systems are not on-line, transactions are posted as soon as the systems come back on-line. ACH transactions are posted in order received. When processing paper checks drawn on your account, our policy is to pay the items in accordance to sequential order (check number).

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. By paying paper checks in sequential order by check number and electronic transactions in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying items in the order you intended. We have the option of changing the payment order at any time. The Credit Union does not manipulate the order of posting by dollar amount. At Credit Union's discretion, any items presented without sufficient funds may be returned or paid for a fee also known as an overdraft fee.

OVERDRAFTS - If at any time, the available funds in your account are not sufficient to cover checks, ACH, debit cards and other electronic transactions presented for payment on your account, those checks and other items will be handled as follows: If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item or return the item. Your account may then be subject to a charge for the item whether paid or returned as set forth in our fee schedule. This fee may be imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means. Additionally, more than one overdraft fee may be charged against the account per day, depending on the number of checks presented on, and other withdrawals made from the account. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time.

If we have approved an overdraft protection plan for your account, we may honor drafts drawn on insufficient funds by transferring funds from a share account or another deposit account, as you have directed, but no more than 6 transfers may be permitted in any calendar month from deposit accounts. Once the transfer total for the month has reached 6, any insufficient funds items will be handled as described in the above paragraph. The fee for these overdraft transfers and excessive transfers, if any, is set forth in our fee schedules and Member Rewards brochure.

DE MINIMIS OVERDRAWN AMOUNT - At the Credit Union's discretion, in the instance a transaction or a series of transactions presented for payment result in the account being negative less than \$5.00, the credit union may not charge an NSF or overdraft fee.

DAILY NO-BOUNCE CAP - At the Credit Union's discretion, we may limit the maximum number of Paid NSF fees (No-Bounce fees) charged to you to no more than 5 per day. This will not, however, apply to incidents such as fraud. We will not limit the number of NSF items charged to you for non-sufficient funds.

RIGHT TO PAY OR RETURN - If a paper check, debit card, ACH or other electronic type transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). We will not honor overdrafts of any type over the counter with a teller. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you wish to exercise this option you must contact us by calling us at 616-452-2161 or writing us at 1414 Burton Street SW, Wyoming, MI 49509 and informing us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, at our discretion, to pay or not pay any item presented without sufficient funds. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

STOP PAYMENTS - You may request that we stop payment of checks and electronic or preauthorized drafts as set forth in this paragraph. Please see the section of this Agreement dealing with Electronic Funds Transfers ("EFT") for the stop payment procedures for EFT transactions. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee, and must contain other such information as may be necessary to identify the draft properly. Oral stop-payment orders will be binding on us only for fourteen calendar days unless confirmed by you in writing during that period. Request for stop payment shall be made on our stop-payment order form.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. If this is a joint account, we will accept a stop-payment order from any owner regardless of who signed the check.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). Stop-payment orders must be made during our regular business hours.

Failure to comply with these requirements will relieve us of all responsibility for the payment of any draft contrary to the stop-payment request. A release of the stop-payment request may be made only by the owner who initiated the stop-payment order. Stop-payment orders on drafts and checks are effective for 6 months. Please see our fee schedule for the fees for stop-payment orders.

If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

In most cases you may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Stop payments may be accepted in certain circumstances. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold us harmless from all costs, including attorney's fee, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

TELEPHONE TRANSFERS - A telephone transfer of funds from your account(s) to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a

different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Account transfer restrictions are described in the Electronic Funds Transfer disclosures in this Agreement and in the Truth in Savings Disclosure brochure and Member Rewards brochure.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this Agreement at any time. Rules governing changes in rates are provided separately. You agree that any changes to this Agreement or to rates may be sent to you via e-mail, and that such changes, however originated, shall become effective at the earliest date allowed by applicable law. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close your account(s) if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this Agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. Our rights and authority under this Agreement shall not be changed or terminated by you except by written notice. Any conflict between oral representations by you or our employees and any written form will be resolved by reference to this Agreement and the applicable written form.

STATEMENTS - You will receive a periodic account statement that lists all the transactions that occurred during the time interval of the statement. We shall set the statement interval and the date the statement is to be prepared for each account. If you object to any transaction listed on the statement, including unauthorized or forged drafts, you should follow the procedures for error resolution set forth in this Agreement.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from your account(s) any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends for any of your accounts to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”

PLEDGES - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

CLOSING ACCOUNTS - Your accounts may be closed by us at any time by mailing a notice to you with a remittance for the balance therein. We shall not be liable for refusing to pay any draft presented after any account is so closed. You may close your accounts at any time by providing notice to us. If you close your account, we will remit the balance in the account to you. If not otherwise closed by us or you, your account(s) shall otherwise remain in full force and effect until termination of your membership, or death of the primary member of the account, at which time we may close the account(s) at any time, except that for money market accounts, the account shall be closed at the end of the dividend period in which such death or termination occurs, and no further or additional dividends shall be paid thereon.

FINANCIAL DATA VERIFICATION - You agree that we are authorized to verify financial information, data, and employment history for all account holders and authorized signatories by any necessary means, including obtaining a consumer report by any consumer-reporting agency.

NOTICES - You agree that, unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically or by e-mail, at our option. Notice to any owner is notice to all owners of the account(s). It is your responsibility to notify us of a change of address or change in name.

GOVERNING LAW - This Agreement is governed by applicable federal laws and the laws of the state of Michigan. Any disputes regarding this Agreement shall be subject to the jurisdiction of the federal and state courts in Kent County, Michigan.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Access 24 Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at (616) 452-8600 or toll-free 888-729-6728 using your personal security code, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking or savings
- transfer funds from savings to checking or savings
- transfer funds from line of credit to checking or savings
- make payments from checking or savings to loan accounts with us
- get information about:
 - the account balance of checking or savings accounts
 - the last two deposits to checking or savings accounts
 - the last two withdrawals from checking or savings accounts

Your Option to Limit Cash Withdrawals - In addition to dollar amount limitations for withdrawals using your ATM card or MasterCard® Debit Card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM card or MasterCard® Debit Card and/or code to \$50.00 per day or some other amount acceptable to us.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM card and personal identification number or your MasterCard® Debit Card and personal identification number, to:

- make deposits to your checking or savings account(s)
- get cash withdrawals from checking or savings account(s) (see "Your Ability to Withdraw Funds")
 - you may withdraw no more than \$375.00 per day (\$100.00 when off-line) in combination with point-of-sale
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get information about:
 - the account balance of your checking or savings accounts

Some of these services may not be available at all terminals.

Types of ATM Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Point-of-Sale Transactions - dollar limitations - Using your ATM card:

- you may not exceed \$375.00 in transactions per day (\$100.00 when off-line) in combination with ATM transactions

Types of MasterCard® Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$4,000.00 (or lower, depending on your individual no-bounce limit) in transactions per day (\$375.00 cash advance at participating financial institutions when online or \$100.00 when off-line) in combination with ATM transactions

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your MasterCard® Debit Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee and a Cross-Border Transaction fee. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

See current fee schedule for assessment amounts (a percentage of the charge made).

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Online Banking Computer Transfers - types of transfers - You may access your account(s) by computer at www.mpcu.org and using your personal identification number and your account numbers, to:

- transfer funds from checking to checking or savings
- transfer funds from savings to checking or savings
- transfer funds from line of credit to checking or savings
- make payments from checking to loan accounts with us
- make payments from checking to third parties with Bill Pay
- get information about:
 - the account balance of checking or savings accounts
 - previous account activity

Electronic transaction overdrafts - We may honor overdrafts of electronic transaction types such as but not limited to debit card, ACH, POS, or online banking transactions.

DEBIT CARD AND ATM OVERDRAFT CONSENT

If a one-time debit card transaction or ATM transaction is presented without sufficient funds in your account to cover the transaction, we will not pay the transaction unless you preauthorize us to do so. If you do preauthorize us, then we may pay the one-time debit card transaction or ATM transaction presented without sufficient funds in your account, which will create an overdraft and you will be charged a fee. If you do not preauthorize us, we will decline all one-time debit card transactions and ATM transactions that are presented without sufficient funds in your account. You may reinstate or revoke your authorization to have us pay one-time debit card transactions and ATM transactions at any time by calling us at 616-452-2161, writing MPCU, 1414 Burton Street SW, Wyoming, MI 49509, or visiting one of our branch locations and informing us of your decision. Your decision does not guarantee we will always pay your debit card or ATM transactions when there are insufficient funds in your account to cover the transaction. We retain the right to pay or not pay any items at our discretion when there is not enough money in your account to cover the transaction according to our standard overdraft practices.

Minimum account balance -

- You must maintain a minimum account balance of \$5.00 in your membership share/savings account as a condition of using an access device (card and/or identification code) to accomplish a transfer.

FEES

- We do not charge for direct deposits to any type of account.
- Please refer to our separate fee schedule and Member Rewards brochure for specific information about fees.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (616) 452-2161 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS FOR EFT TRANSACTIONS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (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 transfer.** If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION'S LIABILITY

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

REGULATORY AUTHORITY

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify LARA, the Office of Financial and Insurance Services, Credit Union Division at P.O. Box 30220, Lansing, Michigan 48909-7720.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for MasterCard® Debit Card.* You will not be liable for any unauthorized transactions using your MasterCard® Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

MY PERSONAL CREDIT UNION
MEMBER SERVICES DEPARTMENT
1414 BURTON S.W.
WYOMING, MICHIGAN 49509
Business Days: Monday through Friday
Phone: (616) 452-2161

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS NON-ATM DEPOSITS

This policy statement applies to all accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the date identified by the sender or depositor as the date on which the deposit should be posted, after we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, 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 bank, 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.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will be available on the second business day after the day of deposit, except U.S. Treasury checks that are payable to you deposited at ATMs that we own or operate will be available on the first business day after the day of deposit. Also, the first \$200 of a deposit made at ATMs we own or operate will be available on the first business day after the day of deposit. Checks drawn on My Personal Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

If you make a deposit at an ATM before 1:00 P.M. 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 at an ATM after 1:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications 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.

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 Effective Date we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.



Main Office
1414 Burton S.W.
Wyoming, MI 49509
(616) 452-2161
Fax (616) 452-1832

Coopersville Office 73
1147 W. Randall St.
Coopersville, MI 49404

Meadowbrook Office
4833 Town Center S.E.
Grand Rapids, MI 49512

Creston Office
1327 Plainfield N.E.
Grand Rapids, MI 49505

Georgetown Office
2187 Port Sheldon St
Jenison, MI 49428

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