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This Membership and Account Agreement (“Agreement”) covers your and our rights and responsibilities concerning accounts that Financial Plus Credit Union (“FPCU” or “Credit Union”), a Michigan State Chartered Credit Union, offers. In this Agreement, the words “we”, “us”, and “our” refer to FPCU. The words “you” and “yours” mean any member of FPCU. The word “account” means any one or more share or other accounts you have with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union. The words “Checking Account” refer to all of our various types of checking accounts except where the context would indicate otherwise.

Your account type(s) and ownership features are designated on your Membership Account Authorization and Signature Card (“Signature Card”). By signing a Signature Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Signature Card, the Fee Schedule, any account receipt accompanying this Agreement, the Credit Union’s Bylaws and policies and any amendments to these documents from time to time which collectively govern your membership and accounts.

You should retain a copy of this Agreement and feel free to contact us if you have any questions. This Agreement also includes certain disclosures required under the Truth in Savings Act, National Credit Union Administration regulations, the Electronic Funds Transfer Act (Regulation E), and the Expedited Funds Availability Act (Federal Reserve Board Regulation CC), and Privacy Notice. It also includes your EFT Agreement and Disclosure. By signing a Signature Card, you acknowledge the receipt of these disclosures, including separate documents, which are incorporated within them by reference.

You agree to check all records related to your account periodically (not less than once per year) to ensure that all ownership and beneficiary arrangements are set up the way that you desire. You agree to contact the Credit Union immediately if any ownership or beneficiary arrangement is not how you wish it to be. You further agree to hold the Credit Union harmless from any claims that any ownership or beneficiary arrangement related to your account is not set up as you desire.

**NOTICE OF ARBITRATION PROVISION**

This Agreement contains an Arbitration Provision which provides that you or the Credit Union may elect to all disputes resolved by **BINDING ARBITRATION INSTEAD OF IN COURT.**

You should read the Arbitration Provision below carefully. It provides, among other terms:

You **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under the Agreement (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**).

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury.

You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT.**

**YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING.**

**1. Membership Eligibility.** Membership in the Credit Union is open to applicants within the field of membership as defined in the Credit Union Bylaws. To join the Credit Union, you must meet the membership requirements including purchase and maintenance of at least one (1) share (“membership share”) as set forth in the Credit Union’s bylaws. You authorize us to check your account, credit and employment history and to obtain reports from third parties, including consumer (credit) reporting agencies, to verify your eligibility for the accounts and services you request as allowable by the Fair Credit Reporting Act.

**2. Important Information about Procedures for Opening a New Account.**

**a.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open a new account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see and retain images of any identification used to open or apply for products and services at the Credit Union.

**b.** In accordance with Federal regulations, FPCU will not permit its members to use credit union accounts for the purpose of Internet gambling (legal or illegal) or any illegal activities in general. Attempted transactions in violation of this provision may be blocked, and repeated attempts may result in account closure.

**3. Taxpayer Identification Numbers and Backup Withholding.** If you cannot furnish your Taxpayer Identification Number (“TIN”) to us, we will not permit you to open an account. Incorrect TINs may cause backup withholding. Backup withholding on your account requires us to deduct a percentage of your dividends, interest, and certain other payments and remit such amount to the Internal Revenue Service (IRS). You may be subject to withholding if your W- 8BEN form is expired.

**4. Single Party Accounts.** An account with only one owner is defined as a single party account. An owner is an individual who is eligible for membership. If the account owner dies, the ownership of the account passes to the decedent’s estate, Payable on Death (POD) beneficiary/payee, or trust beneficiary, subject to other terms of this Agreement and applicable law relating to the processing of payments, transfers, and withdrawal requests of an owner, or owner’s agent, before we are notified of an owner’s death.

**5. Multiple Party Accounts.** An account with two or more people or entities jointly owning an account is considered a multiple party account and creates a “joint tenancy with rights of survivorship.” Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968, as amended, being MCLA 490.51, and commonly known as the Credit Union Multiple-Party Accounts Act.

**a. Control of Multiple Party Accounts.** Any owner is allowed and deemed to have the authority to act on behalf of any other account owner(s) with respect to any and all account transactions. Each owner guarantees the signature of any other owner(s). Each owner appoints the other owner to be his/her irrevocable attorney. An owner does not need permission from the other owner(s) in order to withdraw funds, request stop payment on items or authorize a transfer of all, or any part, of

the savings. We are not obligated to inform any owner(s) about any transaction, except as required by law. We may require signatures from all owners authorizing any material changes to the account that are requested by one or more owner. If we are informed, in writing, of a disagreement between account owners, or if there is a conflict in directions between owners, on how to handle an account, we may place a hold on all funds in the account, close the account, or require a court order or written permission from all owners before taking any action with respect to the account.

**b. Multiple Party Account Liability.** If a deposited item in a multiple party account is returned due to insufficient funds, the account is overdrawn, or a final payment is not made on a transaction, the owners, jointly and individually, are responsible for reimbursing us the amount of the returned item, overdraft, or unpaid item and any fees that may be assessed, no matter who approved or initiated the transaction. We may exercise our rights against any account of any owner to obtain reimbursement from any account owner indebted to us, regardless of who contributed such funds to the account.

**c. Rights of Survivorship.** Unless otherwise stated on the Signature Card, a multiple party account includes the rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s), unless otherwise authorized in the Membership Agreement. Any owner who is a surviving owner agrees that the Credit Union may set off any money in the account against any obligation of a deceased owner, unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax favored accounts). All owners who are surviving owners also agree that their interests in the account are subject to any security interest or pledge granted by a deceased owner, even if they individually did not consent to it.

**6. Accounts with Beneficiary Designation.** If you have listed any beneficiaries on a Beneficiary Designation Card, upon the death of the owner, or the last surviving owner if there is more than one, the funds in the account, less any amounts owed to the Credit Union, shall become the property of any beneficiary(ies) living at the time. Any owner may, with the Credit Union's consent, add or remove beneficiaries on the account.

If no beneficiaries are living at the time of the death of the last owner, the funds become the property of the estate of the account owner last surviving. The Credit Union makes no representation as to whether the use of the beneficiary designation is appropriate for any person establishing such an account. Once the owner (or the last owner if there is more than one) has died, the Credit Union is entitled to pay funds in an account as provided herein to any person designated as a beneficiary on the account and shall not be liable to the person(s) establishing the account, their heirs, representatives, or any other person by reason of such payment as long as the Credit Union has taken reasonable steps to identify the beneficiary receiving payment. If there is more than one beneficiary, each beneficiary shall have the power to withdraw only that beneficiary's share together with any accumulations on that amount. This Agreement's provisions on survivorship and joint control shall not apply to the ownership interest of the beneficiaries. No beneficiary shall have the right to change the terms and conditions of this account. The interests of the beneficiary(ies) is subject to the right of the Credit Union, to the extent allowed by law, to set off any money in the account against any obligation of

the deceased owner (or the last owner to die, if there was more than one) as previously described in "Rights of Survivorship").

**7. Accounts for Minors.** We may require any account established by a minor to be a multiple party account (joint account) with an account owner who has reached the age of majority under Michigan law and who shall be jointly and severally liable to us for any unauthorized usage or fraudulent acts, returned items, overdrafts, fees or other unpaid charges, losses, obligations or amounts on such account. We may pay funds directly to a minor without regard to his or her minority. Unless a guardian, parent, or other individual is an account owner, the guardian, parent, or other individual shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners and such notice shall not become effective until ten (10) days after it is received by the Credit Union, and will have no effect on transactions prior to the date that the notice is effective.

**8. Uniform Transfers to Minors Account.** A Uniform Transfers to Minors Account (UTMA) is set up by a member, who shall be recognized as the custodian of the account, who deposits funds into the account as a gift to a minor. The minor is the recipient of the custodial funds in the account. The custodian holds proprietary rights and control of the account for the sole privilege and advantage of the minor and until the minor reaches the age of majority. The custodian is the only party authorized to contribute or withdraw funds or close the account, unless otherwise ordered by the court. We are not required to question the use or purpose of any transaction. We may delay any withdrawals from the account if the custodian dies, until we have been instructed by any person permitted by law to withdraw funds, or a court orders us to make a withdrawal.

**9. Trusts Accounts.** An account owned by and titled in the name of a trust is a trust account. Individuals may open a separate membership account for a Revocable Trust, provided that any settlors of the Trust are eligible for membership in the Credit Union, or if none of the settlors are living at the time of application, one or more beneficiaries are individually eligible for membership, and the person(s) opening the account has been appointed and has accepted the responsibility to act as Trustee(s).

**a. Control of Trust Accounts:** All sums paid to the Credit Union on savings or deposits (less setoff allowed by law or provided for by contract) shall be paid on proper withdrawal demand. Such demand must be made by at least one of the Trustees. The Credit Union has no obligation to follow the application of funds withdrawn from the account.

**b. Trust Document Provisions:** The Credit Union will act in accordance with the terms and conditions of the most recent information presented to the Credit Union regarding the provisions of the trust document. Furthermore, the Credit Union is not bound by any changes to the trust document of which it has not received written notice.

**c. Multiple Trustees:** If there is more than one Trustee, the Credit Union is hereby authorized to recognize any of the signatures on the Signature Card in the payment of funds of the transaction of any business for the account. The Trustees of the account agree with each other and the Credit Union that all sums paid into the account at any time by any or all of said Trustees with all accumulations on such sums are and shall be

subject to the withdrawal or receipt of any of them, and payment to any of them shall be valid and discharge the Credit Union from any liability for such payment.

**d. Notice to Change Authority:** The Authority of the Credit Union shall not be changed or terminated by any of said trustees, jointly or single, except by written notice to the Credit Union. Such written notice to the Credit Union shall not affect transactions made prior to the time such notice is received by the Credit Union.

**10. Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. The Credit Union may refuse to honor any agency designation done by you, whether done by a power of attorney or otherwise. If an individual ceases to be an owner of the account, any agency designation made by that individual shall immediately cease to be effective.

**11. Founders Club.** The Founders Club membership is a special package of benefits provided to members who are retired and enrolled for Direct Deposit of their pension or Social Security benefits to their FPCU account.

**12. Requirements for Depositing Funds.** You may deposit funds into any account using any approved method consistent with the conditions set forth by FPCU in the Truth-in-Savings Disclosure.

**a. Endorsements.** We may accept transfers, checks, and other items for deposit into any of your accounts if they are 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 or item that is payable to two or more persons is ambiguous as to whether it is payable to either or all, we may process the check or item as though it is payable to any person named as a payee. If an insurance, government, or other checks requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on that item. 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.

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

**c. Final Payment.** Until we collect final payment, all items or Automated Clearing House (ACH) transfers posted to your account are provisional. We may charge your account the total amount of such items or ACH transfers and assess a return item fee to your account, as stated in the Fee Schedule, if final fee if

final payment is not received. Any collection charges we incur may be charged to your account. We reserve the right to reject or return any item or funds transfer or to close your account.

**d. Direct Deposits.** We may accept direct deposits (e.g. payroll checks, retirement checks, Social Security or other government checks) or preapproved transfers from other accounts. You must approve each direct deposit or Automated transfer beforehand with the organization from which you receive the payment. To cancel or modify a direct deposit or Automated transfer, you must notify the organization from which the payment is originated. If you file for bankruptcy, all direct deposits that you have authorized will remain unchanged unless you cancel them. If it becomes mandatory that we reimburse the U.S. government for any payment made directly to your account, we may take the amount to be remunerated from any of your accounts, unless restricted by law.

**e. Crediting of Deposits.** Deposits made after the deposit cutoff time and made on either holidays or days that are not our business days will generally be considered credited to your account the next business day. Refer to our Funds Availability Policy Disclosure and Truth-in-Savings Disclosure for information regarding the crediting and availability of deposits.

### 13. Account Access.

**a. Authorized Signature.** Your signature on the Signature Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. You authorize us to honor transactions initiated by a third party to whom you have given your account number other than through physical delivery of a paper check even if you do not authorize a particular transaction.

**b. Access Methods.** You may withdraw or transfer funds from your account(s) by any method we offer, (e.g. via ATM, Visa Debit Card, check, in person, by mail, Automated transfer, telephone, or FPCU Mobile app) as applicable. We may refuse to honor any draft drawn on a form we do not supply, and you are liable for any loss we incur handling such an item. We have the right to examine and authorize any form of power of attorney, and we may limit account withdrawals or transfers. We are not required to recognize any power of attorney. If any of your accounts become delinquent or overdrawn, we may restrict use of any and all access methods until such accounts are brought current.

**c. ACH and Wire Transfers.** You may originate or collect debits or credits to your account through ACH or wire transfers. We are not obligated to inform you at the time funds are received through an ACH or wire transfer; however, the transfer will be listed on your periodic statement. We may provisionally credit your account for an ACH transfer before we obtain final payment. We may reverse the provisional credit, or you will reimburse us for the amount credited to your account, if we do not obtain final payment. When you request a wire transfer, you may specify either the recipient or any financial institution by name, an account number, or identifying number. FPCU, and other financial institutions, may accept the account number or identifying number as the true identification of the recipient, even if the name and financial institution do not agree with the information you provide us. Your signature may be required to complete a wire transfer from your account. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are



governed by the National Automated Clearinghouse Association and applicable local ACH rules.

**d. Transactions by Mail.** Except as otherwise provided in this Agreement, FPCU may permit you to make deposits, transfers, and withdrawals by mail. Transfers and withdrawals by mail will require a signed request by you. Such transactions will be posted to your account as of the day the transaction is processed at FPCU.

**14. Account Rates and Fees.** We pay dividends and charge fees against your account as stated in our current Rate Sheet and Fee Schedule. We may revise the Rate Sheet and Fee Schedule at any time, and we will inform you of those changes as required by law. You hereby agree that FPCU may impose fees and charges for the deposit account services provided to you and you agree to pay all such fees. You hereby acknowledge receipt of the current Rate Sheet and Fee Schedules, which have been provided to you separately.

**15. Share Certificates.** Any Share Certificate we offer is bound by the terms of this Agreement, the Truth-in-Savings Disclosure, and the Rate and Fee Schedules for each account, the details of which are incorporated herein by reference.

**16. Transaction Limitations.** You are allowed an unrestricted number of transactions in your account, including, but not limited to, deposits, withdrawals, loan payments, and transfers.

We permit withdrawals only if your account has an available balance sufficient to cover the entire amount of the withdrawal, or if you have set up an overdraft protection plan or you have Courtesy Pay. Checks, other transfers, or payment orders drawn against an insufficient available balance may be subject to fees in accordance with our Fee Schedule, which is incorporated into this Agreement by reference. Fees may be assessed each time a transaction is presented, even if a transaction is rejected and presented for payment again. You agree your account may be charged an NSF (non-sufficient funds) fee when we return or reject transactions presented or submitted against your account that would exceed your available balance. You understand and agree a transaction you authorized (including, but not limited to, a check or electronic funds transfer) may be presented or submitted to us multiple times and you could be charged multiple NSF fees if we return or reject the transaction multiple times. If there are sufficient available funds to cover some, but not all, of your withdrawals, we may clear those withdrawals for which there are sufficient available funds in any order at our discretion. All of your accounts are subject to FPCU's right to require advance notice of any withdrawal as provided in the Bylaws.

**17. Member's Responsibility for Checking Accounts.**

- a.** You must keep your checking records up to date so that you are aware of what funds you have in your checking account at all times. You must not write checks that exceed the amount in your checking account unless the amount is available via the optional overdraft protection.
- b.** Your checking account should be reconciled each month. There will be a fee charged for assistance to reconcile your account. Please see the Fee Schedule.

**18. Overdrafts.** This section describes when you have an overdraft in your account and when FPCU will pay or reject the transaction that caused the overdraft.

"Overdraft" means the available balance in your account is insufficient to pay for a transaction at the time the transaction is presented to FPCU for payment. Should an overdraft occur and you have overdraft protection, then we may honor the transaction and transfer the amount of the overdraft from your other share accounts or, if applicable, a line of credit, Visa Credit Card and/or home equity plan up to your approved limit. Transfers from your savings account(s), will be made in increments of \$100.00 and deposited to your checking account to cover an overdraft. If funds are not available from these sources, then we may decline to authorize or pay for the transaction, or we may pay it using our Courtesy Pay or Courtesy Pay for Debit services.

Courtesy Pay applies when FPCU pays overdraft checks, Automated Clearing House (ACH) transactions, recurring debit card transactions, and bill pay transactions. Courtesy Pay for Debit applies when we pay overdraft for everyday debit card transactions. Subject to certain conditions and limitations, which are described below, Courtesy Pay will automatically apply to your checking account. You may request to remove Courtesy Pay from your account at any time. However, you must affirmatively consent before Courtesy Pay for Debit will apply to your account. Without your consent, we may not authorize everyday debit card transactions when there is an insufficient available balance in your account and the transaction(s) will be declined.

If we pay an overdraft transaction, then we will charge you an Overdraft Fee as provided in FPCU's current Fee Schedule. If we decline to pay an overdraft transaction, such as when a check or ACH payment is returned unpaid, then we will charge a Non-Sufficient Funds (NSF) fee.

**Please note:** Transactions that are declined may be presented to FPCU for payment multiple times until paid. You may be charged an Overdraft Fee or NSF fee each time the transaction is presented for payment, even if the transaction was previously declined and a fee was previously charged. We do not determine whether and when a transaction will be presented or submitted for payment.

The following is important information regarding your account balances, how transactions are posted to your account, and when an Overdraft or NSF fee will be charged.

**a. Your Checking Account Balance.** Your checking account has two kinds of balances: the "balance" and the "available balance." Both can be checked when you review your account online, on your mobile banking application, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

Your actual balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have been presented and "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term balance may seem as though the number you see is the amount in your account that is available for you to spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your balance. For example, if you have a \$50 balance, but you just wrote a check for \$40, then your balance is still shown as \$50 but it does

not reflect the pending check transaction. At that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available for you to use. The available balance is the balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that FPCU has authorized but that have not yet posted to your account. For example, assume you have a balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask FPCU to authorize the payment. In that case, FPCU will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay it. Your balance would still be \$50 because this transaction has not yet been presented to us and posted to your account, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant presents its bill for payment (which could be several days later), FPCU will post the transaction to your account and your actual balance will be reduced by \$20, and both your balance and your available balance will be \$30.

Available balance **at the time transactions are presented to FPCU and posted to your account (not when they are authorized)** is used to determine when your account is overdrawn. The following example illustrates how this works:

Assume your balance and available balance are each \$100, and you use your debit card to pay a \$60 bill at a restaurant. As a result, your available balance will be reduced by \$60, so your available balance is now \$40. However, your balance is still \$100. Before the restaurant charge is presented to FPCU for posting, a check that you wrote for \$50 posts. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your balance was \$100 before the check posted and is still \$50 after the check posts. In this case, FPCU may pay the \$50 check, but you will be charged an overdraft fee. That fee will be deducted from your account, further reducing the balance and available balance. Also, when the \$60 restaurant charge is presented to FPCU and posted to your account, your available balance is insufficient because of the intervening check, and you will be charged a fee for that transaction as well, even though your available balance was sufficient to pay it when it was authorized.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been authorized or paid from your account.

In the example above, the outstanding check will not be reflected in your available balance until it is presented to FPCU and posted to your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains FPCU's prior authorization but does not submit a one-time or everyday debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), FPCU must release the authorization hold on the transaction. If the

authorization hold is released, then your available balance will not reflect this pending transaction until it has been presented to FPCU for payment and posted to your account.

**b. How Transactions Are Posted To Your Account.** There are two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when FPCU posts transactions to your account.

**Credits.** Most deposits are added to your account when FPCU receives them. Credits to the account may include deposits such as cash, checks, ACH, and remittances. In some cases, deposited funds may not be made immediately available for use. Thus, the available balance may not reflect the most recent deposits into the account. For details on the availability of funds, see the Truth-in-Savings and Funds Availability Disclosure.

**Debits.** There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account and FPCU is not in control of when transactions are received.

- **Checks.** Most checks are processed through the Federal Reserve System. FPCU receives data files of cashed checks from the Federal Reserve each business day. The checks drawn on your account are compiled from these data files and posted to your account each business day. FPCU processes these payments from low to high dollar value.
- **ACH Payments.** FPCU receives and processes multiple data files throughout each business day from the Federal Reserve including Automated Clearing House (ACH) transactions. These also include automatic bill payments you have signed up for. Each file received by FPCU is processed separately during each business day. Within each ACH data file, ACH debit transactions for your account are grouped together and posted in low to high dollar value.
- **Point of Sale (POS) Debit Card PIN Transactions.** These are transactions in which you use your debit card to make a purchase and you enter your PIN number at the time of the sale. These types of debit card purchases are similar to ATM withdrawals because money is usually deducted from your account immediately (thus reducing your balance and your available balance) at the time of the transaction. However, some POS PIN transactions are not presented for payment immediately; it depends on the merchant.

**Point of Sale (POS) Signature Debit Card Transactions.** These are transactions in which you make a purchase with your debit card and you are asked to sign for the purchase as you would with a credit card. As described above, in these situations, the merchant may seek authorization for the payment. When that happens, FPCU generally places a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorization holds are deducted from your available balance (but not your balance) as they are received by FPCU throughout each day. At some point after you sign for the transaction, the transaction is

processed by the merchant and presented to us for posting to your account. This can happen hours, or sometimes days, after you signed for the transaction, depending on the merchant and its processing company. These payment requests are presented in real time throughout the day and are posted to your account as they are received.

**Please note:** The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold may be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you use your debit card at gas stations and hotels and certain other retail establishments. FPCU cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and are therefore obligated to pay the transaction when presented.

Debit card transactions can be recurring or nonrecurring. Recurring transactions occur when you use your debit card to set up a recurring monthly or periodic payment, such as for a gym membership or insurance payment. Nonrecurring transactions are one-time or everyday transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or everyday (nonrecurring) transaction.

This is a general description of how certain types of transactions are posted. These practices may change and FPCU reserves the right to pay items in any order FPCU chooses as permitted by law.

FPCU may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one Overdraft and/or NSF fee if we pay or reject multiple transactions when your account is overdrawn.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

If you prefer not to have Courtesy Pay or if you have opted in and want to discontinue Courtesy Pay for ATM and everyday debit transactions, then please contact FPCU using the contact options provided in Section 43 of this agreement. Courtesy Pay for ATM and everyday debit card transactions can also be canceled on the FPCU website.

**c. Additional Terms.** The Courtesy Pay and Courtesy Pay for Debit services are not loans or other credit products and require no application or credit approval process.

FPCU is not obligated to authorize transactions or pay any overdraft, even if you have Courtesy Pay. We will decide to pay overdrafts on a case-by-case basis, in our sole and absolute discretion. FPCU may refuse to pay any items

without first notifying you, even though your account is in good standing and even if we have paid previous overdrafts.

For your overdrafts that are paid, you promise to immediately pay us all sums, including the fees and charges for this service advanced to you or any other person you permit to use your checking account and/or who causes an overdraft on your checking account.

You understand and agree that FPCU may transfer funds to your checking account from any of your other account(s) with FPCU (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdrawn check, item, or other transaction we may pay, and the related fees. In addition to any other rights that we may have, you agree that any deposits or future deposits or other credits to any account in which you may now or in the future may have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to us by you (overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account.

We may terminate or suspend Courtesy Pay services at any time without prior notice and we may adjust your Courtesy Pay limits based on criteria we establish. In no event shall any termination relieve you of your obligation to repay such sums already paid.

You agree we may use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover overdrafts and overdraft fees. If you receive a direct deposit of your monthly Social Security payment into your checking account and do not want the Courtesy Pay service, you must inform FPCU in writing to stop FPCU from paying your overdrafts with these funds.

**19. Postdated and Stale Dated Checks.** We may honor any draft without consideration of the date. We will honor your written request not to pay a postdated check until the date on the check, but only if such written request is received prior to the check being presented to FPCU. We are not required to honor any check drawn on your account that is presented more than six months beyond the date of the check.

**20. Chargebacks.** You are responsible for all checks you cash or deposit into your account. If we cash a check for you or accept it for deposit to your account, and it is returned to us unpaid, we will charge any of your accounts for the amount of the unpaid check. We may, at our option, resubmit the returned check without notification to you.

**21. Stop Payment Orders.**

**a. Stop Payment Requests.** You may ask us to stop payment on any check drawn on your account. To be effective, you must provide the account number, check number, and the exact amount of the check. The stop payment will be instituted only if FPCU receives the request in time to implement the order. You acknowledge that accurate information is required for FPCU's computer system to distinguish the check. We are not liable for failing to stop payment on a check if you provide inaccurate or incomplete information to us. If we re-credit your account after honoring a check over a legitimate and timely stop payment request, you promise to sign a statement detailing the disagreement with the payee, to assign to us all of your rights against the payee or other



holders of the check and to aid us in any legal proceedings.

**b. Duration of Order.** A stop payment request is valid for six months and may be renewed upon request for an additional six months. We are not obligated to inform you when a stop payment request expires.

**c. Liability.** Fees for stop payment requests are stated in the Fee Schedule. Requests for stop payments on cashier's checks, FPCU checks, or any check or payment guaranteed by us are not permitted. Although a stop payment request has been honored, you may continue to be obligated to pay any holder of the item, including FPCU. You agree to indemnify and hold FPCU harmless from all costs, including attorney's fees, damages, or claims due to our stopping payment of an item, including claims of any multiple party account owner, payee, or endorser in failing to stop payment on an item as a consequence of inaccurate information provided by you.

**22. FPCU Liability.** We will be responsible for your losses or damages, up to the amount of a transaction, if we fail to execute a transaction properly by the use of ordinary care, unless otherwise provided by law. We will not be liable if: (1) the available balance in your account is insufficient for the transaction; (2) situations of which we have no control prevent us from completing the transaction; (3) you or another financial institution's negligence causes the loss; or (4) your account is subject to a legal proceeding or other claim. We are not responsible for consequential damages, except liability, for wrongly rejecting payment of items. 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 between oral representations made by you or FPCU employees and any written form will be resolved by reference to this Agreement and applicable written form. We will be deemed to have exercised ordinary care if our actions or non-actions follow applicable state or federal law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices. Ordinary care shall also be measured by the standard of the reasonableness of policies and procedures established for the transaction involved. Mere clerical error, computer malfunction, inadvertence, or oversight without malice or an honest mistake of judgment shall not be considered a failure to perform such obligations or a failure to exercise ordinary care, and in no case shall be deemed wrongful.

**23. Lien and Offset.** You may not withdraw funds that are pledged as required security on loans without the written approval of a loan officer, except to the extent that such funds exceed your total primary and contingent liability to FPCU. If you are indebted to us as a borrower, guarantor, endorser or otherwise, we have a lien on funds in any account (except IRAs/ HSAs) in which you are a primary or joint owner, despite the source of those funds, unless restricted by law. We may access those funds in order to pay off the remaining amount you owe us, including any costs or attorney's fees incurred by FPCU in enforcing its rights.

If we do not enforce our lien, we do not waive our right to enforce our lien at a later date. Furthermore, you agree that FPCU has security interest in all funds in your account regardless of their source, and we may access your account funds to repay any debt or amount now, or in the future, owed to FPCU, including costs or attorney's fees incurred by FPCU in enforcing its rights, except for debts secured by your primary residence, unless restricted by law. All accounts are non-assignable and non-transferable to third parties. You agree to hold us harmless from any claim arising as a result of our exercise of our right to set off.

**24. Legal Proceedings.** If legal proceedings are brought against your account, we may pay funds as ordered by the court or withhold payments until the disagreement is settled. We may charge against your account for any expenses or legal fees we incur in connection with such legal proceedings, unless restricted by applicable law. Any legal process brought against your account is subject to our lien and security interest.

**25. Account Information.** If you request, we will provide you with the name and address of each company from which we receive a credit report concerning your account. We agree not to give any account information to third parties, except for those situations described in our Privacy Notice and Disclosure. Refer to the FPCU Privacy Notice for detailed descriptions of our policy and procedures regarding your personal information.

**26. Consent to Contact.** You agree that we may contact you using your contact information listed in our records, including your email address and telephone number(s). You authorize FPCU and agents performing services on our behalf to contact you using any phone number(s) (including any mobile number) and email addresses you have previously provided to FPCU or that you may subsequently provide to FPCU. Additionally, you expressly consent to receive autodialed or prerecorded calls, texts messages and electronic correspondence from FPCU or any affiliates or agents performing services on our behalf. You consent to receiving calls, text messages and electronic correspondence: (1) to notify you about any of your accounts, loans, services, or products at FPCU; (2) to provide you with transaction notifications, fraud alerts, and other similar messages; (3) to collect a debt or other obligation; or (4) as otherwise necessary to service your accounts, loans, services, or other products.

**27. Consent to Monitoring and Recording.** You provide your express consent to our monitoring and recording of our conversations and other communications with you. Your consent applies to our monitoring and recording of telephone conversations, electronic messages, electronic records, or other data transmissions between you and us regarding your accounts, loans, or other products and services offered by us. Your consent applies regardless of whether you or we initiated the contact. Unless required by applicable law, you agree we can rely on your consent to monitor and record our communications provided herein and we are not obligated to notify you of each time prior to our recording. We monitor and record conversations and communications for quality control, fraud prevention, and training purposes.

**28. Notices.**

**a. Name and Address Change.** You are required to notify us when you have a name or address change. FPCU is only obligated to try to correspond with you at the most current address we have on file for your account. Changes may be accepted over the phone or via the internet. In some cases, we may require an address or name change to be in writing and include your signature. Notice of Amendments. We may revise any of the terms of this Membership and Account Agreement at any time, unless restricted by applicable law. You will be informed, and may be required by law to be informed, of any revisions to account conditions, rates, and fees. We may waive any conditions in this Agreement, but by doing so, we are not prohibited from enforcing such terms in the future.

**b. Effect of Notice.** Any written notification you provide to us is not valid until we receive it. A written notice from us to you is valid when it is placed in the U.S. mail, with postage paid and

addressed to you at the most current address we have on file for your account. On multiple party accounts, notification sent to any account owner is recognized as notification to all owners.

## 29. Account Statements.

**a. Contents.** We will provide you with a periodic statement detailing all transactions and activity posted to your account within the statement period, as required by law. You may elect to receive your periodic statement electronically. We will send you an email notice informing you that your e-Statement is ready to view. For multiple party accounts, we are only obligated to send one statement. For checking accounts, you acknowledge that we assume ownership of your original check as soon as the item has been paid, and we will not return the check to you. However, you may request copies of a check at any time. A fee may be assessed for check copies as stated in the Fee Schedule. Additional statements may be requested from FPCU, and a fee may be charged for additional statements as stated in the Fee Schedule.

**b. Account Owner Inspection.** It is your responsibility to inspect each statement and inform us of any discrepancies between your records and the statement. You are in the best position to detect any unauthorized signature. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to FPCU within 60 days of the mailing date of the earliest statement containing those items. We are not liable for any forged or altered items such that the fraud or alteration could not be detected by a reasonable financial institution.

**c. Notice to FPCU.** Your obligation to review your statement and inform us of any discrepancies in a timely manner is not changed because we retain your check. We will assume all information contained in your statement is accurate, unless you notify us of discrepancies within the time limit set forth in the above paragraph. You are obligated to inform us when you have not received a statement within 14 days of when you usually receive it.

**30. Dormant Account.** We will consider an account to be dormant if there are no deposits or withdrawals for a period of 18 months. Exceptions are loan accounts, Certificates, and IRAs/ HSAs.

When an account becomes dormant, we will charge a monthly dormant account fee as stated in the Fee Schedule, unless restricted by law. The fee will be charged until the account becomes active or there are no funds available to pay the fee. You authorize us to transfer funds from other accounts of yours to cover any service fees we may impose upon the account deemed dormant. To the extent allowed by law, we reserve the right to transfer account funds to an account payable and suspend any further account statements. We will attempt to notify you prior to your account becoming dormant. If a deposit or withdrawal has not been posted to your account for 36 consecutive months, and we have not had any other contact with you, we will consider your account abandoned. We will report and disburse the funds from an abandoned account in accordance with laws established by the State of Michigan. Dormant accounts receive only an annual account statement.

**31. Special Account Instructions.** You may establish accounts for a specific trust, will, or court-ordered guardianship or conservatorship. However, we are not authorized to advise you as to the legalities of establishing any such accounts and therefore cannot counsel you as to which account arrangement

most appropriately meets your specific requirements. You or any surviving beneficiary or owner agree(s) to indemnify and hold FPCU harmless from any claim or liability asserted against FPCU as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. We may decline to abide by your directions, insist that you indemnify us, or request that you post a bond or alternative protection, if such directions make us susceptible to claims, lawsuits, expenses, liabilities, or damages, either directly or indirectly. Any account changes you wish to make must be specified on an account change form, including adding or terminating an account or service, and may require signatures of all account owners.

**32. Checks.** If you choose to use checks from a direct mail company or source other than FPCU, you will be liable for charges or damages resulting from checks not reading properly on automatic equipment or being imprinted with the wrong information. If you have a problem with checks you do not receive from our check printing vendor or us, it will be your responsibility to resolve such problems, and it will not be the responsibility of FPCU. Checks may be purchased from us or our vendor for a fee. Original checks are stored electronically as a permanent record. Copies of such checks are available for a fee (Refer to the Fee Schedule) or through Digital Banking.

**33. Federal Deposit Insurance.** Your savings in FPCU are insured by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration, an agency of the U.S. government.

## 34. Termination

**a. Account.** We may close your account at any time without informing you, or may order you to close your account and open a new account if: (1) you wish to change account owners or approved signers; (2) we have been informed of a fraud or forgery perpetrated against your account; (3) there is a disagreement as to who owns the account or the funds in the account; (4) any checks are lost or stolen; (5) there is an excessive amount of un-honored items that are not included under an overdraft protection account; (6) any information has been falsified or there has been any other misuse of your account; (7) we objectively conclude the account will cause a loss to us; or (8) you do not maintain one regular share account as set forth in the FPCU Bylaws. We are not required to honor any check, withdrawal, or other item following the closure of your account. However, you are required to reimburse us if we choose to honor an item after your account has been closed.

**b. Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. If your Regular Share account balance drops below the \$1.00 minimum membership deposit required, as provided in the Credit Union's Bylaws, and is not replenished within forty-five (45) calendar days, your account will be charged a Membership Termination Fee equal to your account balance at that time and your membership will be terminated. Refer to our current Fee Schedule.

**35. Death of an Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with FPCU now or in the future. You agree that upon your death, your account will

be payable in accordance with any existing account designations and the terms of the Agreement. Upon the death of an account owner, funds in the account shall be payable to multiple party account owners or any Payable On Death (POD) beneficiaries in accordance with this Agreement and laws established by the State of Michigan. We may honor checks or accept payments or transfers drawn by you until 10 days after we learn of your death. We require any person claiming an interest in the deceased member's accounts to provide us proof of his/her right to the account and may require that person to indemnify us from any losses incurred as a result of honoring that claim. The conditions of this Membership and Account Agreement shall be binding upon any heirs, personal representatives, and successors of any account owner after his or her death.

**36. Severability.** If a court refuses to recognize any segment of this Membership and Account Agreement as valid or enforceable, the remainder of this Agreement and other FPCU disclosures shall remain valid and enforceable and will be in complete effect.

**37. Enforcement.** If you fail to abide by the terms, provisions, and conditions set forth in this Membership and Account Agreement, you are responsible to us for any loss, cost, or expense we incur resulting from your lack of compliance. To recoup any such loss, cost, or expense, you authorize us to deduct such amounts from funds in your account without prior notice to you. If we begin legal proceedings to collect any amount owed to us or to enforce this Agreement, we shall be entitled to recover reasonable attorney's fees, costs, and expenses, including fees incurred in connection with any appeal, bankruptcy proceedings, and post judgment collection action. Such fees, costs, and expenses are considered a debt owed to FPCU and subject to the right of offset as set forth in Section 22.

**38. Indemnity.** If, by following your instructions, we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities, or damages, including actual attorney's fees.

**39. Agreement.** The Agreement shall be effective as of the revision date, and except as otherwise expressly provided in this Agreement, governs all of your deposit accounts with us. By signing the Membership Agreement, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

**40. Amendment.** We may change any items in this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with notice required by law. You may close the account if you do not agree to changes we make. If you maintain your account and continue to use it after the effective date of the change, you will be deemed to have agreed to the changes.

**41. BINDING ARBITRATION AND CLASS ACTION WAIVER – RESOLUTION OF DISPUTES BY ARBITRATION.** THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY,

AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes.** Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your membership, Your deposit accounts ("Accounts") and the services related to your membership and Accounts, including but not limited to all disputes that You may raise against Us, must be resolved by binding arbitration, except for those disputes specifically excluded below.

**No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Disputes Covered by Arbitration.** YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NORIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its affiliates, successors, assignees, officers, directors, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to

proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

**Disputes Excluded from Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Our Claims or disputes against You arising from your status as a borrower under any loan agreement with the Credit Union or to collect any funds you may owe Us are also excluded from this Resolution of Disputes by Arbitration provision.

**Commencing an Arbitration.** The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If You initiate the arbitration, You must notify Us in writing at:

**Financial Plus Credit Union  
Attention: Compliance Department  
P.O. Box 7006  
Flint, Michigan 48507-0006**

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
[www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-free)  
[www.jamsadr.com](http://www.jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

**Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and

obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**Costs.** The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies, except in an action by Us against You that has been initiated by Us to collect funds that you may owe to Us.

**Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Michigan shall apply.



**Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**Right to Reject this Resolution of Disputes by Arbitration provision.**  
**YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:**

**Agreement to the Resolution of Disputes by Arbitration provision:**

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

**Rejection of the Resolution of Disputes by Arbitration provision:**

If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

- a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;
- b. You must send Your written notice to Us at the following address:

**Financial Plus Credit Union  
Attention: Compliance Department  
P.O. Box 7006  
Flint, Michigan 48507-0006**

**42. Governing Law.** This Membership and Account Agreement shall be governed and construed under FPCU's Bylaws, applicable federal laws and regulations, the laws of the State of Michigan, and local clearinghouse rules, as modified or amended from time to time. You consent and agree that any dispute regarding this Agreement shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of this Agreement, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement.

**43. Contact the Credit Union.**

- Visit our website at <https://www.myfpcu.com/about-us/about/email-us> and submitting a secure feedback form;
- Call our Contact Center at (800)748-0451;
- Write us at Financial Plus Credit Union, P.O. Box 7006, Flint, MI 48507-0006; or
- Visit one of our branch locations

## TRUTH-IN-SAVINGS ACT DISCLOSURE

The Truth in Savings Act (TISA) is a section of the Federal Deposit Insurance Corporation Improvement Act of 1991. The National Credit Union Administration (NCUA) is charged with enforcing this law as it applies to all credit unions. The purpose of TISA is to promote and simplify comparisons among accounts at all financial institutions. TISA enables consumers to make informed choices and comparisons among competing claims of financial institutions by requiring disclosure of the interest rates payable on the accounts and the fees payable/assessed on these accounts.

It is the intent of Financial Plus Credit Union (FPCU) to maintain compliance with this Federal law pertaining to full disclosure regarding the terms and conditions of all savings programs. The following disclosure information illustrates the various savings alternatives available at FPCU. Specific features, rates, and fees of Credit Union Services are subject to change without notice.

The current Rate Sheet and Fee Schedule referenced in this document set forth certain conditions, rates, fees, and charges applicable to your accounts at FPCU. The current Rate Sheet and Fee Schedule are available at [www.myfpcu.com](http://www.myfpcu.com) and at our branch locations. If you would like to receive this information by mail, or if you have any questions regarding this disclosure or accounts offered by FPCU, please call our Contact Center at (800) 748-0451.

### **SAVINGS (INCLUDING CLUB) AND MONEY MARKET ACCOUNTS**

To retain a Savings (including Club) and/or Money Market account, the basic membership share of \$1.00 must be maintained in a Regular Share Account. The following subsections apply to all Savings (including Share and Club) and Money Market Accounts opened with the Credit Union, except as specifically expressly modified elsewhere in this Agreement. Savings (including Share and Club) and Money Market Accounts offered by FPCU include:

- Regular (Membership) Share Account (Including Kids Club and Founders Club)
- Miscellaneous Share Account
- Christmas Club and Vacation Club Account
- High Yield Plus Money Market Account (MMA)
- Individual Retirement Account (IRA) and Education Savings Account (ESA)

**1. Deposits.** After you have established your Share, Savings or Money Market Account, you may make additional deposits into that account, or establish other types of accounts as described above, at any time and in any amount subject to the terms of this Agreement and any restrictions under federal law. You may make deposits to your account by any method approved by the Credit Union.

**2. Withdrawing Money.** As long as you have funds available in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in the Membership and Account Agreement, and the Credit Union's Bylaws, funds may be withdrawn from your account by any method approved by the Credit Union. Withdrawals will reduce earnings on your accounts. Consultation with a tax advisor is recommended before withdrawals are made from an IRA or ESA, as tax penalties may result.

**3. Rate Information and Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates Schedule for the current anticipated dividend rate and Annual Percentage Yield (APY). All rate changes are solely at the discretion of the Credit Union and there are no limitations on the

amount the rate may change.

- **Regular Share Account and Miscellaneous Share Accounts.** These are tiered variable rate accounts on which the dividend rate and APY may change every month as determined by the Credit Union.
- **IRA Savings, ESA Savings, and Christmas and Vacation Club Accounts.** These are variable rate accounts on which the dividend rate and APY may change every month as determined by the Credit Union.
- **High Yield Plus MMA.** These are tiered variable rate accounts on which the dividend rate and APY may change weekly as determined by the Credit Union.

**4. Compounding and Crediting.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. If the account is closed before dividends are paid, you will not receive the accrued dividends.

- **Regular Share Account and Miscellaneous Share Accounts.** Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance tier. Dividends are compounded and credited to your account on the last day of each quarter. Dividend payment periods are from January through March, April through June, July through September, and October through December.
- **Christmas Club Accounts.** Dividends are compounded and credited to the account on the last day of each quarter, except there is an additional dividend payment on the last day of October. Dividend payment periods are January through March, April through June, July through September, October, and November through December.
- **Vacation Club Accounts.** Dividends are compounded and credited to the account on the last day of each quarter, except there is an additional dividend payment on the last day of May. Dividend payment periods are January through March, April through May, June, July through September, October through December.
- **IRA and ESA Savings Accounts.** Dividends are compounded and credited to your account on the last day of each quarter. Dividend payment periods are from January through March, April through June, July through September, and October through December.
- **High Yield Plus MMA.** Dividends are paid on the daily balance of the account at the dividend rate and APY corresponding to the applicable balance tier. Dividends are compounded and credited to your account on the last day of each month. The dividend payment period begins on the first day of the calendar month and continues through the last day of the calendar month.

**5. Balance Information.** You must maintain a basic membership share of \$1.00 on deposit in your Regular Share Account to retain accounts in the Credit Union. Dividends will begin to accrue on the business day non-cash items are deposited (i.e. checks) to the account. We reserve the right to adjust minimum deposit balance requirements and account terms from time-to-time, or assess a fee in the future.

- **Regular Share Account.** There is a minimum opening balance requirement of \$1.00, which must remain in the account to maintain eligibility for membership.
- **Miscellaneous Share, Christmas and Vacation Club, IRA and ESA Savings Accounts.** There are no requirements to maintain a minimum balance in any of these savings accounts.
- **High Yield Plus MMA.** There is a minimum balance requirement of \$1,500.00 to earn a dividend. No dividend will be paid on daily balances below \$1,500.00.

**6. Transaction Limitations.** The Credit Union reserves the right to

require a member intending to make a withdrawal from any account give written notice of such intent up to sixty (60) days before such withdrawal. There are no limitations on the number of transactions that can be completed on your account

**7. Distribution of Christmas and Vacation Club Accounts.** The balance of Christmas and Vacation Club accounts are distributed to your checking account (Regular Share if no checking account has been established) annually. As an alternative, these accounts can be set-up to renew, in which case, there will be no automatic distribution.

- **Christmas Club.** The balance of your Christmas Club account will be distributed on the last day of October.
- **Vacation Club.** The balance of your Vacation Club will be distributed on the last day of May.

#### **CHECKING ACCOUNTS**

To retain a checking account with the Credit Union, the basic membership share of \$1.00 must be maintained in your Regular Share Account. Checking accounts available at FPCU include:

- Free Checking
- Tiered-Rate Checking
- Elite Checking

**1. Deposits.** After you have established your checking account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement. You may make deposits to your account by any method approved by the Credit Union.

**2. Withdrawing Money from Your Checking Account.** As long as you have funds available in your checking account, and subject to the terms of this Agreement, any applicable state or federal laws and regulations, and the Credit Union's Bylaws, you may withdraw funds from your account by a check or any other method approved by the Credit Union. Withdrawals will reduce earnings on checking accounts.

**3. Rate Information and Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates Schedule for the current anticipated dividend rate and APY. Rater changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change.

- **Free Checking.** Account does not pay dividends.
- **Tiered-Rate and Elite Checking.** These are tiered variable rate accounts on which the dividend rate and APY may change every month as determined by the Credit Union.

**4. Compounding and Crediting.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. If you close your account before dividends are paid, you will not receive the accrued dividends.

- **Free Checking.** Account does not earn dividends.
- **Tiered-Rate Checking.** Dividends are paid on the daily balance of the account at the declared dividend rate and APY corresponding to the applicable balance tier. Daily balances below \$1,000.00 earn no dividends. Dividends are compounded and credit to your account on the last day of each quarter. Dividend payment periods are from January through March, April through June, July through September, and October through December.
- **Elite Checking.** Dividends are paid on the daily balance of the

account at the declared dividend rate and APY corresponding to the applicable balance tier, provided all monthly account requirements are met (Refer to Section 9). Dividends are compounded and credited to your account on the last day of each month. The dividend payment period begins on the first day of the calendar month and ends on the last day of the calendar month.

#### **8. Balance Information.**

- **Free Checking.** There are no requirements to maintain a minimum balance in the Free Checking account.
- **Tiered-Rate Checking.** There is a minimum balance requirement of \$1,000.00 to earn a dividend and to avoid a monthly fee. No dividend will be paid on daily balances below \$1,000.00.
- **Elite Checking.** There is no requirement to maintain a minimum balance in the Elite Checking account at this time. However, all requirements must be met each month to earn the declared dividend and APY. No dividend will be paid on the account if all monthly account requirements (Refer to Section 9) are not met.

**9. Transaction Requirements, Fees, and Limitations.** Your checking account may not be used for any illegal transactions, including illegal internet gambling transactions. ATM transactions are not considered debit card transactions for accounts that have a minimum requirement for debit card transaction cards each month.

- **Tiered-Rate Checking.** If during any month, your daily account balance falls below the required minimum balance, your account will be subject to a fee. Refer to our Fee Schedule for more information regarding this fee.
- **Elite Checking.** Account requires:
  - A minimum monthly direct deposit of \$2,500;
  - Enrollment in Digital Banking;
  - Enrollment in e-Statements and e-Alerts; and
  - Fifteen (15) or more debit card purchase transactions each month in order to earn the declared dividend.

If requirements are not met in any month, no dividend will be paid for that month. If the monthly requirements for Elite Checking are not met for six (6) consecutive months, the checking account type will be changed to a Free Checking account.

## CERTIFICATES OF DEPOSIT, INCLUDING INDIVIDUAL RETIREMENT ACCOUNTS (IRA) AND COVERDELL EDUCATION SAVINGS ACCOUNTS (ESA)

To retain any certificate account, including IRA and ESA Certificates of Deposit, a basic membership share of \$1.00 must be maintained in your Regular Share Account.

**1. Deposit.** Certificates of Deposit (Certificates) are savings accounts that generally earn a higher rate of interest than other savings accounts. A member may establish a Certificate account, with terms ranging from thirty (30) days to five (5) years, which include certificates designated as "Special Rate", "Start 'N Grow", and "Jumbo". All certificate types may be designated as IRA or ESA Certificates, except thirty (30) to one-hundred seventy-nine (179) day certificates. With the exception of the Start 'N Grow Certificate, after a certificate is opened you may not make deposits into the certificate until the stated maturity date. If you wish to deposit additional funds into a certificate, you may purchase another certificate at the then current rate. The Start 'N Grow Certificate requires an automatic transfer or direct deposit in an amount between \$50 and \$300 each month.

**2. Rate Information.** All certificates are fixed rate accounts on which the interest rate and Annual Percentage Yield (APY) are fixed for the term of the certificate. Refer to our current Investment Rates Schedule for the current interest rate and APY.

**3. Compounding and Crediting.** Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the certificate each day. Interest is compounded and credited to certificate accounts on the last day of each quarter. Interest payment periods are from January through March, April through June, July through September, and October through December, and at maturity. If a certificate account is closed before interest is credited, accrued interest will be paid to date less an early withdrawal penalty, if applicable.

**4. Balance Information.** Interest will begin to accrue on the business day non-cash items (i.e. checks) are deposited to a certificate account. Minimum opening balance requirements are as follows:

- **30–179 Day Certificates** - \$10,000 minimum deposit;
- **6-60 Month Certificates** - \$500 minimum deposit;
- **Start 'N Grow Certificate** - \$300 minimum deposit and an automatic transfer or direct deposit between \$50 and \$300 each month;
- **Special Rate Certificates** – Minimum opening balance and other requirements may vary. Refer to the terms of the certificate offer for details; and

**5. Renewal Policy.** All certificate accounts will automatically be renewed on the initial or any subsequent renewal maturity date, unless otherwise directed by you, or the Credit Union shall, prior to maturity, give you written notice that the certificate will not be renewed. The interest rate and Annual Percentage Yield (APY) to be paid upon renewal shall be determined by the Credit Union at or

before maturity, and written notice of the renewal rate shall be mailed, or provided electronically, to you no later than two (two) business days after maturity. Other than Special Rate Certificates, all other terms and conditions, including the length of the term of the certificate, shall be the same as the original certificate unless the Credit Union, prior to maturity, provides written notice of a change in such terms and condition. The renewal terms for Special Rate Certificates will be provided in the terms of the offer and at the time the certificate is opened. There is a seven (7) day grace period for withdrawals from certificates after maturity. If the certificate is presented for payment on its maturity date or within seven (7) days thereafter, no penalty shall be imposed but no interest shall be earned after the maturity date. If the certificate is not renewed at maturity, the funds will be transferred to your regular share account in the Credit Union, or other account designated by you. If there is no such account at the time, the balance will be deposited to an Accounts Payable until time as you can be reached and disposition of the certificate is determined.

**6. Early Withdrawal Penalty.** A substantial penalty is imposed if certificate funds, other than interest, are withdrawn prior to the original or subsequent renewal maturity date. If an early withdrawal reduces the principal balance below the original certificate amount of a subsequent renewal, the certificate will be cancelled, and a forfeiture will be imposed equal to the value of ninety (90) days interest on the entire amount evidenced by the certificate if the current term is one year or less, or the value of one-hundred eighty (180) days interest on that amount if the current term is more than one year. In any case of early withdrawal, if accrued interest is not sufficient to cover the applicable penalty, the penalty shall be deducted from the principal of the certificate. These penalties do not apply in these cases:

- Withdrawals after the death of any owner of the certificate;
- If the certificate is part of an IRA and the withdrawal is made as required by the Internal Revenue Code after attaining age 70½ or withdrawals following the participant owner(s) death or disability; and
- Withdrawals resulting from the voluntary or involuntary liquidation of the Credit Union.

Consultation with a tax advisor is recommended before withdrawals are made from IRA or ESA certificates, as tax penalties may result.

**7. Transaction Requirements and Limitations.** As previously stated, the Start 'N Grow certificate requires an automatic transfer or direct deposit in an amount between \$50 and \$300 at least once per month. Deposits, other than these, or catch-up transfers/deposits will not be allowed. Automatic transfers may be temporarily discontinued and reinstated.

Other than the Start 'N Grow certificate, after a certificate is purchased, you may generally not make deposits to or withdrawals from that certificate until the maturity date. If a withdrawal must be made prior to the maturity date, the entire balance must be withdrawn and an early withdrawal penalty will be assessed. The Credit Union reserves the right to require a member intending to make a withdrawal from a certificate account to give written notice of such intent up to sixty (60) days before such withdrawal unless the withdrawal is made in the maturity date or within seven (7) days thereafter. Certificates may not be pledged, transferred, or assigned to any other party than the Credit Union. If a certificate disclosure is issued for a certificate account, the terms and conditions set forth on that disclosure shall, in any case of conflict, take precedence over the terms and conditions set forth in this disclosure.



## Electronic Funds Transfer Agreement and Disclosure

This Electronic Funds Transfer (EFT Agreement) is between the Credit Union member (designated as “you”, “your”) and Financial Plus Credit Union (designated as “we”, “us”, “our”). It applies to electronic funds transfers and supplements the Membership and Account Agreement with respect to such transactions.

This EFT Agreement describes the type of Electronic Funds Transfer (“EFT”) services that we provide. This EFT Agreement should be reviewed carefully, since it informs you of the terms and conditions which apply to these services. The terms of this EFT Agreement pertain to consumer accounts only. Different provisions may apply to business account and transactions. You are bound by the terms of this EFT Agreement if you use the account(s) covered by the disclosure after the receipt of this EFT Agreement and/or if you ask us to provide you with an ATM card and/or a PIN and you thereafter use them to make such transactions.

Should any inconsistencies exist between the EFT Agreement and other provisions of the Membership and Account Agreement, the terms and conditions of the EFT Agreement govern with regard to EFT services. Please keep this EFT Agreement for future reference.

This EFT Agreement may be supplemented by other agreements for specific electronic services if you request such services, such as Digital Banking services.

### SERVICES AVAILABLE

**1. Accounts Affected.** Each of the following types of accounts in the Credit Union can be subject to some kind of “Electronic Funds Transfer” service:

- Regular (Membership) Share
- Miscellaneous Share Account
- Christmas and Vacation Club Accounts
- Certificates of Deposit
- IRA or ESA Savings Accounts
- High Yield Plus Money Market Accounts
- Checking Accounts
- Lines-of-Credit

These types of account are referred to in this EFT disclosure as “account(s)”. As is your right, you have previously designated which of your account(s) you want to be subject to any particular type of electronic funds transfer service. You may change those instructions in the future, and we will follow your new directions to the extent our electronic funds transfer programs permit at that time.

**2. Electronic Funds Transfers Initiated by Third Parties.** You may authorize a third party to initiate EFTs between your account and another financial institution through the Automated Clearing House (ACH) system or other payment network. We are able to electronically transfer funds from your account to accounts at other financial institutions or receive funds from another financial institution to deposit into your account. Because you must authorize such transfers in advance, these transfers are called “Preauthorized Transfers”.

**3. Electronic Funds Transfer Services.** At the present time, the following types of Electronic Funds Transfers to or from your account(s) in the Credit Union may be authorized:

- **Preauthorized Transfers TO Your Accounts (Credits).** You may make arrangements for certain direct deposits, or other preauthorized transfers, to be accepted into your account(s).
  - Direct deposit of Social Security and pension payments;
  - Direct deposit of Veterans Administration benefits and Railroad Retirement benefits;
  - Deposits of net paycheck or payroll deduction from various employers who have agreed to send such deposits to us;
  - Direct deposit of military active duty pay or retirement benefits;
  - Transfers between your accounts in the Credit Union;
  - Automatic transfer from another person’s account in the Credit Union; and
  - Deposit(s) from any third party through the facilities of an Automated Clearing House (ACH), or other electronic network.
- **Preauthorized Transfers FROM Your Accounts (Debits).** You may make arrangements to pay certain recurring or one-time debits from your account(s).
  - Electronic Check Conversion – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases, pay bills, or other transactions;
  - Payments of your house mortgage payments, insurance premiums and utility bills, as well as other types of payments to third parties through the facilities of an automated Clearing House (ACH) association;
  - Automatic deduction from your account of premiums for insurance coverage available to our members;
  - Automatic transfer from your account(s) to another person’s account with us; and
  - Automatic transfers from your account(s) to make payments on another person’s loan owed to us.

As to transactions other than those made at an authorized ATM, there are, at the present time, no limitations as to how often you can make EFTs, nor are there any restrictions as to the dollar amount of any one EFT. However, no transfer or withdrawal from your share account will be made by phone if earlier this same month, six (6) transfers or withdrawals from the account have been made by phone or pursuant to an authorization you previously gave us.

**4. Automated Teller Machine (ATM) Transactions.** You may use ATMs owned and operated by the Credit Union, and ATMs in the NYCE, CO-OP, and Plus networks. Other regional networks may also be available through network sharing agreements. If you have an ATM and/or debit card for which we have issued a Personal Identification Number (PIN), you can use it to make any or all of the following transactions at any ATM network which is part of an Electronic Funds Transfer service network to which we belong. (some transactions listed below may not be available to all networks).

- Deposits to your regular share, checking, and High Yield Plus Money Market accounts. You may deposit no more than \$25,000 per day;
- Cash withdrawals from your regular share, checking, and High Yield Plus Money Market accounts. You may withdraw no more than \$510 (including surcharges) per day, per ATM/Debit Card;
- Transfers (non-cash) between regular share, checking, High Yield Plus Money Market accounts; and

- Transfers (non-cash) from your credit card or line-of-credit loan account(s) with us to your regular share, checking, and High Yield Plus Money Market accounts.

Some of the transactions listed may not be available on all networks. High Yield Plus Money Market account access is limited to ATMs owned and operated by the Credit Union and ATMs in the CO-OP network. At the option of the Credit Union, certain card(s) may have deposit restrictions, reduced cash withdrawal, and point-of-sale authorization limits; however, you will be notified if this is the case.

In order to assist us in maintaining the security of your account and the terminals, the Card remains the property of the Credit Union and can be restricted, revoked, or cancelled at any time we may establish.

**Your Option to Limit Cash Withdrawals.** In addition to dollar amount limitations for withdrawals using your ATM/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 cards and/or PIN to \$50.

**Notice Regarding ATM Fees By Others.** If you use an Automated Teller Machine that is not operated by the Credit Union or a machine that is in the NYCE, CO-OP or Plus network, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

**5. ATM and Debit Card Point-of-Sale Transactions.** If you have an ATM/debit card (Card) for which we have issued a PIN, you may also use it to purchase goods or services from merchants who have arranged to accept your Card as a means of payment. These merchants are referred to as "Participating Merchants" and will display a logo or other symbol which identifies them as a merchant who will accept your card. Purchases made with your Card, including purchases where you receive cash back, are referred to as "point of sale" transactions or "POS" transactions and will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your Card.

To protect against possible losses, your Cards will not allow you to obtain more than \$500 per ATM card or \$5,000 per debit card through any combination of transactions at point of sale terminals or purchases at participating merchants during a daily twenty-four (24) hour cycle. These limits are in addition to the ATM/debit card withdrawal limits previously stated.

**6. Online Debit Card Transactions.** If you have a debit card, you may use your card to purchase goods and services from merchants online, subject to the point-of-sale limitations previously mentioned.

**7. Digital Banking Transactions.** Our Digital Banking Services allow members to process electronic funds transfers between Credit Union accounts and make other transfer requests by use of a computer or mobile device connected to the internet. If you are enrolled in Digital Banking Services, you may log into Online or Mobile Banking that can be used to perform the following transactions:

- Withdrawals from your accounts or line-of-credit loans in the Credit Union (a check will be mailed to your address on file);
- Transfers between your accounts in the Credit Union, excluding

IRA, ESA, and certificate accounts;

- Transfers between your accounts (except IRA, ESA, or certificate accounts) and line-of-credit loans in the Credit Union;
- Transfers from your accounts (excluding IRA, ESA, or certificate accounts) or line-of-credit loans to make payments on your loans at the Credit Union; and
- Transfers from your accounts or line-of-credit loans in the Credit Union to another member account at the Credit Union, which you have previously authorized.

**8. Electronic Check Conversion and Returned Check Charge.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases, pay bills, or other transactions. The check may be given to the merchant or other payee blank, partially completed, or fully completed and signed; may be presented at the point of sale or mailed to a merchant or other payee or lockbox and later converted to an EFT; or, may be retained by the consumer, the merchant or other payee, or the payee's financial institution. This may include the electronic payment of charges for checks returned for non-payment.

**9. Excluded Transactions.** The terms and conditions of this disclosure only apply to those services and transfers which are electronic funds transfers as described in this disclosure. The terms and conditions and conditions of this disclosure do not apply to other transactions which, although electronic in nature, do not constitute electronic funds transfers as defined in this disclosure.

**10. Fees for Electronic Funds Transfers.** We may charge you fees for EFT services as set forth in this EFT Disclosure or as set forth in our Fee Schedule. We reserve the right to impose, or change such fees, if we deem it necessary. We will give you at least twenty-one (21) days advance notice before imposing or increasing any such fee.

When you use an ATM not owned by us, the ATM operator may charge you a fee for any network used, and you may be charged a fee for a balance inquiry even if you do not complete the funds transfer. You understand and agree that the ATM operator may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a funds transfer) during the same ATM session.

#### **SERVICE LIMITATIONS**

**1. Minimum Balance.** You must always maintain a basic membership share of \$1.00 in your Regular Share Account to be entitled to make Electronic Funds Transfers affecting your account. We reserve the right to adjust minimum deposit balance requirements or impose other restrictions in the future, but if we do so, we will give you at least twenty-one (21) days advance notice.

**2. Limitation on Number of Transactions.** Transfers and withdrawals made via facsimile, telephone, Online or Mobile Banking, Automated Phone Banking, authorized third party, or to cover overdrafts will be limited to six (6) such transfers and withdrawals per account, per month. Transfers and withdrawals made by ATM, in person or by mail, and through our Bill Pay program are not subject to this limitation, nor are transfers from your checking account.

### 3. Limitation on Dollar Amount of Transactions.

- You may only deposit or transfer a max of \$25,000 in an ATM on a daily basis.
- You may withdraw no more than \$510 per day (including surcharges), per ATM/Debit Card.
- To protect against possible losses, your ATM Card(s) will not allow you to obtain more than \$500 in goods or services per ATM card, or \$5,000 per Debit Card, through any combination of transactions at point of sale terminals or purchases a Visa Merchants during a daily twenty-four (24) cycle. These limits are in addition to the ATM cash withdrawal limits previously stated.

### RIGHTS AND RESPONSIBILITIES

**1. Notification of Regulatory Authorities.** This EFT Agreement and Disclosure and the EFT services provided in this EFT Agreement are governed by federal law and laws established by the State of Michigan. You may notify the State agency noted below of any violation of law:

Department of Insurance and Financial Services  
Office of Credit Unions  
P.O. Box 30224  
Lansing, Michigan 30220

**2. Electronic Funds Transfer (ATM/Visa Debit) Card.** If you have received an ATM or Visa Debit Card (Card) from us for the type of terminal transfers previously noted in this Agreement, the following provisions are applicable:

- You agree not to use your Card for a transaction that would cause your account balance to go below zero except to the extent that you have contractual overdraft protection arrangements in place. The Card may only be used with your Personal Identification Number (PIN), which is used to identify you as an authorized user of the Card. Because the PIN is used for identification purposes, you will agree to notify us immediately if the Card is lost or if the secrecy of the PIN is compromised.
- We will not be required to complete any improper transaction, but if we do, you agree to pay us the amount of the improper withdrawal transfer upon request.
- You will also agree not to reveal your PIN to any person not authorized by you to use the Card.
- You agree not to write the PIN on the Card or on any item kept with the Card. The security of your account depends upon you maintaining possession of your Card and the secrecy of your PIN.

### DOCUMENTATION OF TRANSFERS

**1. Terminal Transfers.** You can get a transaction receipt at the time you make any transfer to, from or between your account(s) using an ATM, point-of-sale terminal or make a Card purchase transaction. A receipt may not be available if the transaction amount is \$15 or less.

**2. Preauthorized Transfers.** If you have arranged to have direct deposit at least once every sixty (60) days from the same person or company:

- In most cases, the person or company making the deposit will give you notice every time they send us money; but

- If that person or company does not give you such notice, you may use our Digital Banking services, or contact us at (800) 748-0451 to find out whether or not the deposit was made.

**3. Statements.** You will receive a statement every month in which you have EFT activity, and at least once per quarter for account(s) for which you have authorized any EFT service described in the "Services Available" section of this EFT Agreement.

### YOUR RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

**1. Rights and Procedure to Stop Payments.** If you have authorized payments from your account(s), or authorized an electronic check conversion, you can stop these payments. One-time and Recurring Bill Pay transactions that are not delivered by paper check, may be edited or cancelled prior to 8:00 a.m. Eastern Standard Time (EST) on the day that the payment is scheduled to be processed.

To place a stop payment on a preauthorized transfer, electronic check conversion, or Bill Pay payment issued by check you must visit one of our branch locations, call our Contact Center at (800) 748-0451, or write us at:

Financial Plus Credit Union  
Attention: Operations  
P.O. Box 7006  
Flint, Michigan 48507-0006

This notice must be sent in time for us to receive your request three (3) or more business days before the payment is scheduled to be processed. Give us your name and account number, the name of the party receiving the payment, the amount of the payment, and date on which it is scheduled to be processed. If you call, you may be required to put your request in writing and to get it to us fourteen (14) days after you call. A written stop payment on a Bill Pay check is valid for six (6) months. A written stop payment on a preauthorized transfer or electronic check conversion is valid indefinitely.

We charge a fee for handling such stop payment orders and reserve the right, upon notice, to change such fees in the future. Refer to ACH, Check, and Bill Pay Stop Payment fees in our current Fee Schedule.

**2. Notice of Varying Amounts.** If these regular payments may vary in amount, the payee you are going to pay should 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 will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**3. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop a preauthorized payment, check conversion, or Bill Pay payment issued by check three (3) or more business days before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or proven damages.

**4. Error Resolution Notice.** In case of errors or questions about your EFT transactions, call us at (800) 748-0451 or write us at the address on your periodic statement or as previously indicated, as soon as you can, if you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on the periodic statement or receipt to assert an error. For consumer accounts, we must hear from you no later than sixty

(60) days after we send the FIRST periodic statement on which the problem or error appeared. You must do all of the following:

- Tell us your name and account number.
- Describe the error or 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 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 tell you the results of our investigation within ten (10) business days {or twenty (20) business days for claims made within thirty (30) calendar days of the first deposit into an account that is a new account}. If we need more time, however, we may take up to forty-five (45) calendar days {ninety (90) calendar days for point of sale transactions, foreign initiated transfers, or for a claim on a new account}. If we decide to do this, we will re-credit your account within ten (10) business days {or twenty (20) business days on claims for new accounts} for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigations.

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 by contacting us at the telephone or address listed above.

**5. Clearing of Deposits.** Deposits made at an ATM whether in cash, check, or money order are subject to our Funds Availability Policy. The policy is included in this disclosure agreement.

**6. Crediting Payments.** Please note the following in regard to the crediting of payments:

- Payments made at ATMs whether in cash, check, or money order are subject to verification and the posting of such payment to a loan account may be delayed until the funds can be collected.
- Payments scheduled for a date that falls on a weekend (i.e. Saturday and/or Sunday) will be credited on the business day prior to the date the payment was scheduled.
- Payments scheduled for a date that falls on a holiday (i.e. New Year's Day and the day preceding New Year's Day; Martin Luther King Jr. Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and the day preceding Christmas day) will be credited on the business prior to the date he payment was scheduled.

Payments made at ATMs whether in cash, check, or money order are subject to verification and the posting of such payment to a loan account may be delayed until the funds can be collected.

**7. Responsibility for Overdraft.** If you obtain cash from an ATM or withdraw via a Point of Sale transaction which creates an overdraft in your membership share account or Checking Account(s), the overdraft amount is due and payable upon our demand and you agree to pay the full amount of it to us, together with any applicable service charge when we so demand. You also authorize us in such case to apply from any other savings account, checking account, club account or line of credit you may have in the Credit Union such amount as to be necessary to pay the overdraft amount and service charge.

**8. Notice of Loss or Theft.** If you believe your Card has been lost or stolen or that someone has transferred or may transfer money

from your account without your permission, please call the FPCU Contact Center at (800) 748-0451, or write us at:

Financial Plus Credit Union  
ATTN: Operations  
P.O. Box 7006  
Flint, MI 48507-0006

**9. Special Liability Protection Rules for Visa Debit Card Transactions.** Unless you have been negligent in handling of your Visa Debit Card you will not be liable for any unauthorized transactions made with your lost or stolen card, when used for POS transactions (excluding transactions made at an ATM), as long as you report the loss or theft of your VISA Debit Card within two (2) business days of when you discover it is missing. If you do not tell us within two (2) business days, your liability is the lesser of \$50 or the amount of funds, property, labor or services obtained through the unauthorized use before you notified us. If your card was lost due to your negligence, or if you have handled your card fraudulently, these special rules do not apply, and your liability for the unauthorized use of your Visa Debit card are outlined in the previous section.

**10. Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. Calling is the best way of keeping your possible losses down. If you believe your card and/or code has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, your liability will be limited to \$50.00 if someone used your card and/or 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 and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you have told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within the sixty (60) day period.

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

**11. Cooperation in Loss Recovery Efforts.** You agree to fully cooperate in any effort we undertake to recover funds that were taken from your account through an unauthorized electronic funds transfer transaction. For example, you will sign affidavits of loss or forgery that may be required by an insurance company. You also agree to cooperate fully in any prosecution that may be initiated by the proper authorities pursuant to us filing a complaint about unauthorized activities involving your account.

**12. Reversal of Transaction.** If an EFT was a payment of \$50 or more for goods or services to a third party, you have the right to require us to reverse such transfer to credit your account with the full amount of the transfer if:

- You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return of related items in dispute, where returnable goods are involved;
- The amount of the transaction is \$50.00 or more;
- Within four (4) calendar days following the transaction, we receive from you during our normal business hours, a written or oral request for the reversal; and
- You verify the reverse order, notice and assurance in writing



within fourteen (14) calendar days following oral notification, or a form to be provided by us for that purpose. If written verification is not furnished, we shall reinstate the original debits and credits involved in the transaction to the extent of the available account balance. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter. Refer to the ACH Reversal fee in our current Fee Schedule.

Agreement, this EFT Agreement terminates any earlier Electronic Funds Transfer agreements provided to you from us.

**13. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission; or
- If the information relates to improper use of your account(s).

**14. Liability for the Failure to Complete EFT Transfers.** If we do not properly complete an EFT transfer to or from your account on time or in the correct amount in accordance with the terms of this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If we have terminated this Agreement or the transaction would have exceeded your established credit line;
- If the terminal or any part of the system supporting the operation of the terminal was not working properly, and you knew of the breakdown when you began the transaction or at some time during the process of the transaction;
- If the terminal where you attempted to make the transaction did not have enough cash to allow the transaction;
- When your Card has been reported lost or stolen or we have reason to believe that something was wrong with the transaction;
- When, despite reasonable precautions taken by us, an act of God or other circumstance beyond our control interfered with or prevented the transaction;
- When we receive inaccurate or incomplete information needed to complete the transaction;
- If any necessary authorization for completing the EFT transfer has been revoked by an operation of law;
- In the case of preauthorized transfers, we will not be liable where there was a breakdown of the system which would normally handle the transfer at the time the transfer would have occurred; or
- There may be other exceptions provided by applicable law.

**15. Amendments.** We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You agree that our provision of a notice to you summarizing the changes together with information on how you may obtain a complete copy of the revised Agreement constitutes sufficient notice of the change. When we change this Agreement, you may close the account if you do not agree with the changes; if you continue to use the account or keep the account open after the effective date of such a change, you will be deemed to have agreed to the changes.

**16. Termination of Prior Agreements.** Upon your receipt of this EFT

## Wire Transfer Agreement

We may accept on your behalf, payments to your account or transfers from your account, which will be or have been transmitted by Fedwire, or through a similar wire transfer system, that is used primarily for transfers between financial institutions or between businesses. Your rights and obligations with respect to such transfers shall be construed in accordance with and governed by Regulation J, Subpart B - Funds Transfers through Fedwire, and the applicable Federal Reserve Bank Operating Circular. We may also accept on your behalf funds transfers which have been transmitted through one or more automated clearing houses (ACHs) and to the extent not governed by the Electronic Fund Transfer Act, your rights and obligations with respect to such wire transfers shall be construed in accordance with and governed by the laws of the State of New York, unless it is otherwise specified in a separate agreement that the law of some other state shall govern. Where none of the above stated rules apply, the transactions contemplated by this Agreement shall be governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code.

In general, we will accept wire transfer orders only if you agree to the terms of this Wire Transfers Agreement, and for outgoing wire transfers, have signed an Outgoing Wire Transfer form, have sufficient funds available in the appropriate account to execute the wire transfer order plus the appropriate fee (Refer to our Fee Schedule), and produce acceptable identification. If you have provided written wire transfer instructions for recurring wire transfers, we will accept telephonic funds transfer orders from you, provided our security procedures are followed.

Once you have agreed to the terms and conditions of this Wire Transfers Agreement, provided written wire transfer instructions, and provided us with a secret personal identification number (PIN), created by you, we will accept wire transfer orders from you via telephone, provided you have sufficient funds available in the appropriate account to execute the wire transfer, and you provide the PIN when you call to make your wire transfer. You hereby acknowledge that the security procedures described are commercially reasonable, that you have agreed to the security procedure offered by the Credit Union, and agree to follow the security procedure when making a wire transfer order via telephone. You hereby acknowledge that you will be liable for any wire transfer or communication amending or canceling a wire transfer, whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed upon security procedure. We will charge you a fee for each wire transfer request that we process (Refer to our current Fee Schedule). The Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your funds transfer orders.

We will not be liable for failure to comply with the terms of any wire transfer order when such failure is caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union. You hereby indemnify the Credit Union, its agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this agreement, except where applicable law precludes your indemnification. We accept wire transfer orders into and out of your savings and/or checking account(s). We reserve the right to refuse to send an outgoing wire or accept an incoming wire at any

time for any reason.

If you give us, or we receive, a wire transfer order, which identifies a beneficiary's financial institution, an intermediary financial institution, or a beneficiary, by name and number, we and every receiving or beneficiary institution, may rely on the identifying number to make payment. This will be true even if the number provided to us identifies a different financial institution, person, or account other than the one named.

We will provide you with notification of an incoming wire transfer order as part of your periodic statement. Therefore, we will not provide a special notice every time we receive a wire transfer order into your account. Information is available regarding incoming wire transfer orders through our Digital Banking services or you may contact us at (800) 748-0451 if you are expecting a wire transfer order into your account.

Wire transfer requests are processed on business days as recognized by the Federal Reserve. The Credit Union's cut-of time for the processing of outgoing Domestic wire transfers is 4:00 p.m. Eastern Standard Time (EST). The Credit Union's cut-off time for the processing of outgoing International wire transfers is 2:00 p.m. EST. Any payment order or communication received on a day other than a business day or after the cut-off times on a business day, will be treated as if received at the opening of business on the next business day. Incoming wire transactions may be processed until 6:00 p.m. EST.

If we are obligated to pay interest to you on the amount of a wire transfer order, you shall be paid interest on a daily basis equal to the dividend rate otherwise applicable to the account from which the wire transfer should have occurred. In the event that we are ever liable to you for damages due to a wire transfer order, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees unless otherwise required by law or regulation. If you make a wire transfer order which instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law. We may refuse to wire funds to foreign countries if we deem it to be a violation of law.

You hereby agree to notify us in writing of any unauthorized or erroneous wire transfer within (30) days from the date you first received notification from us either that the wire transfer order was accepted on your account or was debited with respect to the funds transfer order. Should you fail to notify us of any unauthorized or erroneous funds transfer order, we will not be liable to you for any subsequent similar occurrences that we could have prevented had we received such notice.

Credit given by us to you with respect to a wire transfer is provisional until we receive final settlement for such entry through a Federal Reserve Bank, or other intermediary bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such an entry, and the party making payment to you via wire transfer shall not be deemed to have paid you in the amount of such entry.

## Funds Availability Disclosure

This disclosure statement applies to “transaction accounts” and your ability to withdraw funds from Financial Plus Credit Union (“FPCU” or “Credit Union”). Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Please contact the Credit Union if you would like to inquire as to whether any of your other accounts might also be considered transaction accounts.

Our general policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and other electronic debits that are presented for payment.

For determining the availability of your deposits, the length of delay is counted in “business days”. Everyday is a business day except for Saturdays, Sundays and holidays observed by the Credit Union. Our business days are Monday through Friday, excluding New Year’s Day and the day preceding New Year’s Day, Martin Luther King Jr. Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after, Christmas Day and the day preceding Christmas Day, and on any day designated for their observance.

If you make a deposit at one of our branch locations before 5:00 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 the deposit after 5:00 p.m. or on a day that we are not open, we will consider the next business day that we are open as the day that your deposit was made.

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

### Same Day Availability

Funds from the following deposits will be available on the same day we receive the deposit:

- Cash deposited in person to one of our employees;
- Funds from electronic deposits (ACH) to your account; or
- Checks drawn on the Credit Union deposited in person to one of our employees.

### Next Day Availability

Funds from the following deposits will be available on the first business day after the day of your deposit:

- Wire transfers to your account;
- U.S. Treasury checks and U.S. Postal Money orders that are payable to you;
- Federal Reserve Bank and Federal Home Loan Bank checks that are payable to you;
- State and local government checks that are payable to you;
- Cashier’s, certified, and teller’s checks that are payable to you; or
- Checks drawn on the Credit Union and deposited into our night depository receptacle.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. However, the first \$225 of your deposits may be available on the first business day after the day of your deposit.

### Longer Delays May Apply

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 will generally be available on the second day after the day of your deposit. However, the first \$225 of your deposits may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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 no later than the business day after we receive your deposit. If you will need funds from a deposit right away, you should ask us when the funds will be available.

Funds that you deposit by check may be delayed for a longer period under the following circumstances:

- Checks deposited via Remote Deposit Capture and proprietary ATM are subject to a two (2) business day hold;
- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one day;
- You/we redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six (6) months; or
- There is an emergency such as a natural disaster, failure of computer or communications equipment, or other situations that interrupt the processing of checks.

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 thirty (30) days your account is open:

- Funds from in person deposits of cash and electronic deposits (ACH) to your account will be available on the day we receive the deposit.
- Funds from deposits of wire transfers and the first \$5,525 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. The excess over \$5,525 will be available on the ninth business day after the day of your deposit.
- If your deposit of checks noted above (other than a U.S. Treasury check), is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available no later than the tenth business day after the day of your deposit, unless other exceptions listed in the “Longer Delays May Apply” section above also apply.

### **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 ability 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 Funds Availability Disclosure for the type of check that you deposited.

### **Deposits at Proprietary ATMs**

The Credit Union owns and operates many of its own ATMs. These are clearly identified as Financial Plus Credit Union ATMs and can be found at any of our branch locations and within the communities we serve. We will keep you informed of changes and additions to these locations.

Our policy is to make funds deposited (cash or check) into a Credit Union ATM (other than Treasury checks and checks drawn on the Credit Union) available to you on the second business day after the day of your deposit. Treasury checks, checks drawn on the Credit Union, and the first \$225 of your deposits, however, will be available on the next business day after the day of the deposit, unless other exceptions referred to in the "Longer Delays May Apply" and "Special Rules for New Accounts" sections also apply.

Deposits made into an ATM on a business day prior to midnight are considered received the same business day. Deposits made into an ATM after midnight on Saturdays, Sundays or holidays observed by the Credit Union will be considered received the next business day we are open.

### **Deposits at Nonproprietary ATMs**

Funds from any deposits (cash or checks) made at an ATM we do not own or operate will not be available until the second business day after the date of your deposit.

Deposits made into an ATM on a business day prior to midnight are considered received the same business day. Deposits made into an ATM on Saturdays, Sundays or holidays observed by the Credit Union will be considered received the next business day we are open.

However, all ATM deposits are subject to the same conditions and exceptions referred to in the "Longer Delays May Apply" and "Special Rules for New Accounts" sections.

### **Foreign Checks**

Checks drawn on financial institutions located outside of the United States cannot be processed the same as checks drawn on United States financial institutions. Foreign checks are exempt from policies outlined in this Agreement. At this time, Financial Plus Credit Union does not accept foreign checks for deposit.

## Remote Deposit Capture (RDC) Agreement

This Remote Deposit Capture Agreement (“Agreement”) is the contract which covers both your rights and the rights and responsibilities concerning the Remote Deposit Capture (“RDC”) service offered to you by Financial Plus Credit Union (“FPCU”, “Credit Union”). The words “we”, “us”, and “our” mean Financial Plus Credit Union. The words “you”, “your”, and “yours” refer to the Consumer (any natural person, business, organization, or other legal entity). The word “service” means the remote deposit check capture service offered by Financial Plus Credit Union through Digital Banking Services. By using Remote Deposit Capture, the Consumer and any joint owners or authorized users, jointly and severally, agree to the terms and conditions of this Agreement and any amendments.

The terms and conditions in this Agreement do not replace, but are in addition to, any account agreements you have with the Credit Union, including the Membership and Account Agreement, Signature Card, Truth in Savings Disclosure, Fee Schedule or any accompanying schedules, FPCU’s Electronic Funds Transfer Agreement, Funds Availability Disclosure, any overdraft protection agreement, and any change of terms notice.

### REMOTE DEPOSIT CAPTURE SERVICE

**Description of Service.** The Service is offered for the purpose of converting original checks to electronic images, as such term is defined in the Check Clearing for the 21<sup>st</sup> Century Act (“Check 21”) and Federal Reserve Board Regulation CC (“Reg CC”). The service is designed to allow you to make deposits to your Credit Union share savings, checking, and money market accounts by scanning (taking a photograph using a mobile device) checks, creating an electronic image of the item, and delivering images and associated deposit information via the internet to the Credit Union or its designated processor.

**Funds Availability.** Funds from deposited items will be available according to our Funds Availability Policy, as amended from time to time. For purposes of determining the availability of funds, checks deposited via the Service are considered received by us when the check capture system expressly indicates the checks were received by or delivered to us. You agree the scanning and transmitting of checks does not constitute receipt by us. Checks scanned and transmitted will be considered received by us on the day of receipt. For the purpose of establishing funds availability, your deposits via the Service are deemed to be received by us at the time the system indicates a successful transaction is completed and sends an email receipt to you. Acknowledgment of receipt or delivery does not constitute an acknowledgment by us the transmission of a check or items does not contain errors.

It is the policy of the Credit Union to allow availability of funds deposited via the Service in “two business days” after we receive your deposit. All deposits made through the Service after 11:59pm Eastern Standard Time (EST) on weekdays and any time on Saturdays, Sundays, or holidays observed by us will be considered received the next “business day” we are open. However, all deposits are subject to the same conditions and exceptions referred to in the “Longer Delays May Apply” and “Special Rules for New Accounts” section of the Funds Availability Policy.

**Deposit Acceptance.** You agree that we may at any time, at our sole discretion, refuse to accept deposits of checks via the Service and that,

in the event it is not available, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may at your option, deposit originals of all checks in-person, at one of our branch locations, via night drop, mail or other contractually acceptable method (See Membership and Account Agreement). You shall continue to make deposits only in this manner until such time that that outage, interruption or failure is identified and resolved. The deposit of original checks at a branch shall be governed by the terms and conditions of the Membership and Account Agreement but not by the terms of this Agreement. You agree that we may, at our option, decline to accept the deposit of an item through the Service and require you to present the original item for deposit and processing.

### CONSUMER ACCOUNT

**Consumer Account.** You may use the Service to deposit checks into any of your FPCU accounts, with the exception of share certificate and IRA accounts. We shall provide you with details of the specific transactions, reported similarly as other transactions requested may be done, which were a result of access to the Service. You will be notified within the Service app when your deposit has been successfully submitted. You will receive an acknowledgement via email containing a reference number for the deposit at the time your deposit is approved.

**Responsibility for Scanning.** You are solely responsible for scanning deposit items, accessing the service, and maintaining your mobile device used for scanning items. You are responsible for the payment of all telecommunications expenses associated with the services. We shall not be responsible for providing or servicing any mobile equipment for your use of the Service.

**Hardware and Software Requirements (as of 6/16/20).** The Service has specific hardware and software requirements. In order to use the service, you will need Internet access and an appropriately enabled mobile device, and must be registered for the Credit Union’s Digital Banking Service. In connection with its use of the Service, you shall only use the hardware described as follows or such other hardware and software as is approved in advance by FPCU:

- An Apple iOS device, version 11 or greater, running compatible software; or
- An Android device, version 5.0 or greater, running compatible software.

You understand that you must, and hereby agree to, at your sole cost and expense, use hardware and software that meets all technical requirements for the proper delivery of the Service as well as fulfills your obligation to obtain, maintain, and secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. You understand and agree that you are solely responsible for the operation, maintenance, repairs, upgrades and replacements, of your personal computing equipment. The Credit Union is not responsible for, and you hereby release FPCU from any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using electronic mail or the Internet. The Credit Union is not responsible for, and you hereby release FPCU from any and all claims or damages resulting from, or related to, defects in or



malfunctions of your hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. The Credit Union hereby advises you, and you hereby agree, to scan your hardware and software on a regular basis using a reliable virus detection product in order to detect and remove computer viruses.

**Data Protection.** You agree to keep confidential and secure any security procedures that we establish, to ensure your Digital Banking ID, password, and authentication methods are protected. You understand that whomever you have authorized to access Digital Banking will also have access to the Service. Your access to the Service through Digital Banking will be blocked in the event that your user ID and/or password is entered incorrectly on five (5) consecutive attempts. Notify us immediately if you have reason to believe that confidentiality or security pertaining to the Service or any check transmitted through the Service has been or may be breached. You agree that if you do not access Digital Banking for a period of fifteen (15) months or longer, you will not be able to access any Digital banking Services, including the Remote Deposit Capture Service, until you contact us to enable access. You agree that you have an obligation to notify us if you have reason to believe that the security features for Digital Banking have been compromised and immediately change the user ID and password. If your access to Digital Banking is blocked or you suspect a compromise of your user ID and password, you may call our Contact Center at (800)748-0451 or via chat conversation within the Digital Banking app. These services are available Monday through Friday, 8:30 a.m. to 5:30 p.m. and Saturday 9 a.m. to 1:00 p.m.

**Deposit Requirements.** You agree that each check you submit for deposit via the Service must meet our image quality standards, contain images of the front and the back of each check, and meet minimum image quality standards. Each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of such image:

- The amount of the check;
- The payee of the check;
- The payee endorsement;
- The signature of the drawer of the check;
- The date of the check;
- The check number;
- The information identifying the maker and the paying financial institution that is printed on the check, including the Magnetic Ink Character Recognition (MICR) code line on the bottom of every check; and
- All other information placed on the check prior to the time and image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

Each image shall also meet all standards for image quality established by the American National Standards Institute (ANSI), and the Board of Governors of the Federal Reserve Bank or any other regulatory agency, clearing house or association. You shall also capture and transmit to FPCU the full-field MICR encoding on each check. In accordance with the procedures, you shall ensure that the following information is captured from the MICR line of each check:

- The American Bankers Association (ABA) routing transit number (RTN);
- The number of the account on which the check is drawn;
- When encoded, the amount of the check; and

- When encoded, the serial number and the process control field of the check.

**Endorsements and other Procedures.** You agree to restrictively endorse each item transmitted through the Service with “For Mobile Deposit Only” below your signature and to follow such other procedures as we may establish from time to time and disclose to you, including, without limitation, security procedures.

**Presentment Prohibitions.** You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present for deposit by any means (i) any substitute check which has already been presented for deposit via the Service or (ii) any original check, the substitute check of which has already been presented for deposit via the Service.

You agree to scan and deposit only “check(s)” as that term is defined in Subpart D of Reg CC, and to the extent applicable, Subpart A. You also agree that the image of the check that is transmitted to the Credit Union shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as enacted by the State of Michigan.

You agree you will not use the Service to deposit and otherwise process:

- Non-cash items;
- Checks payable to any person or entity other than you, (except for government checks payable to you and your spouse/domestic partner where you have provided the dual-endorsement required) or that include a third-party endorsement;
- Checks that are drawn on a deposit account of yours with us or at any other financial institution to manufacture funds or check kiting;
- Checks dated more than six (6) months prior to the date of deposit;
- Checks that contain obvious alterations on the front of the check or item, or which you know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, including checks received via Internet solicitations;
- Checks previously converted to a substitute check, as defined in Reg CC;
- Checks that are drawn on financial institutions that are located outside of the United States or that are not payable in US dollars;
- Checks that are a Remotely Created Check, as that term is defined in Reg CC;
- Checks that are not acceptable to FPCU for remote deposit, including Savings Bonds or mutilated checks;
- Checks that are from a foreign lottery, whether you entered the foreign lottery or not;
- Checks that are from a “work from home” or similar program that you find or finds you on the internet; or
- Checks that are prohibited by our then-current procedures pertaining to Service, or are otherwise not acceptable under the terms of your FPCU account, or are in violation of any law, rule or regulation. Current Membership and Account Agreement may be found within the Settings Menu of the Digital Services app.

Checks described above are each a “Prohibited Check” and, collectively, “Prohibited Checks”. In the event you, or any third party, presents, or attempts to present, a deposit in violation of this Subsection, you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with

respect to any such substitute check or original check. You agree the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by us from any other deposit accounts with us at our sole discretion. You further acknowledge that you, and not us, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the Service or liability arising from the printing of any substitute check from those images.

**Check Retention & Destruction.** You agree that all items belong to you and not to the Credit Union and those items shall be handled in accordance with this Agreement. After we receive any transmission from you of imaged items for deposit to your account, we will acknowledge the receipt of such transmission. Your electronic transmission is subject to proof and verification. You shall retain the original copy of all imaged items that have been deposited via the Service for at least sixty (60) calendar days in order to verify settlement and credit or to balance your periodic statement, but in no case beyond sixty (60) calendar days from the date processed. You shall properly destroy and dispose of such original checks after such time. During the period you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for the purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you destroy, and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. You must ensure that the original check(s) are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (i.e., through the use of shredding equipment).

**User Warranties and Indemnity.** You warrant to the Credit Union that:

- You will comply with all federal and state laws, and rules and regulations applicable to Digital Banking transactions, including those of the National Automated Clearing House for ACH transactions;
- The original item was a paper check that you scanned;
- Each image of a check transmitted to us is a true and accurate image of the front and back of the original check, without any alteration;
- All signatures on each check are authentic and authorized;
- The maker of the check has no defense against payment of the check;
- You are authorized to endorse each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item;
- Images will meet image quality standards;
- You will not transmit duplicate items;
- You will not deposit or re-present the original item or endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the

person will be asked to make payment based on an item the person has already paid;

- All information you provide to FPCU is accurate and true;
- You will only transmit acceptable items for deposit and that you will have handled the original items in accordance with applicable laws and regulations; and
- Each check is made payable to you and is properly endorsed (no restrictive endorsements, multiple party endorsements, or second party endorsements will be accepted, except as previously described in this document) other than the required "For Mobile Deposit Only".

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold us and our agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought on by third parties with respect to any such breach, including reasonable attorney's fees.

You further authorize us to charge your account for the amount of any such demand, claim or suit which constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code. In addition, your account will be charged for any deposited check which is later returned to us owing to an actual or alleged breach of any such representation or warranty (Refer to our Fee Schedule).

**Financial Responsibility.** You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Service. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of the Service. You assume exclusive responsibility for the consequences of any instructions you may give to us for your failure to access the Service properly in a manner prescribed by us and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

**Account Reconciliation.** FPCU has no obligation to detect errors by you or others, even if we take certain actions from time to time to do so. To ensure accuracy, you agree to accurately enter the dollar amount of each deposit according to the legal amount rather than the courtesy amount if they differ. The legal amount is the written amount and the courtesy amount is the digital amount on a check.

You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors within sixty (60) calendar days from receipt of your periodic account statement. If notified within such period, we shall correct and resubmit all erroneous files, reports, and other data at our standard charges, or at no charge, if the erroneous report or other data directly resulted from our error. If you fail to notify us within the sixty (60) days, such statement regarding deposits made through the service will be deemed correct, and you are prohibited from bringing a claim against us for an alleged error.

Upon request, you agree to provide copies of imaged documents (or original documents, if available) related to poor quality transmission, to resolve disputes, or to facilitate investigations related to unusual transactions.

To notify us of errors, please call our Contact Center at (800)748-0451 or initiate a chat conversation with a Contact Center agent via the Digital Banking app.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions,

and resolutions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions. If we request the original check or copy of items deposited through the Service, you agree to provide the retained check or copy to us within two (2) business days.

#### **FINANCIAL PLUS CREDIT UNION'S OBLIGATIONS**

**Financial Data.** We agree to transmit all the financial data under our control required to utilize the Service and to act on appropriate instructions received from you in connection with the use of the Service. We shall exercise due care in seeking both to preserve the confidentiality of the user number, password or other code or identifier and to prevent the use of the Service by unauthorized persons, but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or instructions of yours by any third party.

**Service Availability.** You understand that the availability of the Service is at all times conditioned upon the availability of those computer services and systems used in communicating your instructions and requests to us and our response. We shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within our control.

**Exception Items.** When we review and process your electronic file, we may reject any electronic image which we, at our sole discretion, determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images which are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you in writing of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any account with us, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if we do not initially identify an electronic image as an Exception Item, the substitute check created may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. Our failure to identify an Exception Item shall not preclude or limit your obligation to us.

**Transaction History.** We shall provide you with transaction history, including deposits made via the Service, using the standard monthly statements detailing items processed, returned items, and deposit adjustments.

#### **WARRANTIES; DISCLAIMER OF WARRANTIES**

**Service Warranty.** You perform the function of converting an original check to a substitute check. Therefore, you understand and agree you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting financial institution and the Truncating financial Institution, as such terms are defined by Check 21, including, without limitation, the

obligation to only convert an original check which allows for the creation of a substitute check which clearly and accurately represents the information on the front and back of the original check. We and our agents may, but shall have no obligation to, screen items or substitute checks for legal compliance. You agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

**Disclaimer of Liability.** YOU ACKNOWLEDGE THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. WE MAKE NO WARRANTIES AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

#### **FINANCIAL PLUS CREDIT UNION'S LIABILITIES**

**Direct Damages.** OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OUR LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

**Your Duty to Report Errors.** You shall notify us of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event sixty (60) days after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within sixty (60) days of the date of the earliest notice to you which reflects the error. Your failure to notify us of any error, omission, or other discrepancy within sixty (60) days from the date of a loss shall relieve us of any liability for such error, omission, or discrepancy.

**Financial Plus Credit Union's Performance.** You acknowledge and agree we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in performing the services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. You acknowledge our systems and procedures established for providing the Service are commercially reasonable. You shall defend, indemnify, and hold us harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to the Service.

**Limitation.** We shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted,

whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail their essential purpose, except as provided by applicable law for any error or delay in performing the services provided for in this Agreement, and shall have no liability for not effecting an Entry, if:

- We receive actual notice or have reason to believe you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
- We suspect a breach of the Security procedures;
- We suspect the account has been used for illegal or fraudulent purposes; or
- We reasonably believe an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to the total fees paid by you to us for our failure to perform resulting in such liability in the sixty (60) day period preceding the date the claim accrued. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control. In no event will we be liable for any indirect, consequential, punitive, or special damages. We will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

**FORCE MAJEURE.** We shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond our reasonable control.

**TERMINATION.** We reserve the right to terminate this Agreement or limit your use of the Remote Deposit Capture service at any time and for any reason at our discretion, and without prior notice. Examples of when we may cancel this Agreement and the use of the Remote Deposit Capture Service without prior notice include, but are not limited to:

- If you breach this or any other agreement we may have with you;
- If we have reason to believe there has been or may be an unauthorized use of your Digital Banking user ID, password, authentication method, or accounts;
- If there are conflicting claims as to the funds in any of your accounts;
- If you request us to do so;
- If you do not access Digital Banking for a period of 15 months or longer;
- Any time for any reason at our sole discretion.

You may cancel the Remote Deposit Capture service at any time by calling our Contact Center at (800) 748-0451 or visiting a branch location during normal business hours. Your access to the Service will be suspended within one (1) business day of our receipt of your instructions to cancel. Termination will not affect your liability or

obligations under this Agreement for transactions which have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the Remote Deposit Capture service and does not terminate your other relationships with us. Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) which were in the process of being transmitted or collected prior to the termination date. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid. You will also continue to retain checks and forward checks to us.

**INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Financial Plus Credit Union and its shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) Your failure to abide by or perform any obligation imposed upon You under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of the service; (c) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by us in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims; provided we may participate in such defense and settlement with counsel of our own choosing at our own expense; provided, further, however, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

**MODIFICATION OF SERVICES.** We reserve the right to modify the Service from time to time without making prior notice to you, provided, however, we will give you at least 30 calendar days' notice prior to making any modifications to the Service which would materially alter functionality. Further, you agree the continued use of the Service constitutes agreement to the modification. If you wish to decline to be bound by the modification, you must terminate use of the Service. Otherwise, you will be deemed to have accepted and agreed to the modification.

**ENFORCEMENT.** You agree to be liable to us for any liability, loss, or expense as provided in this Agreement which we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Michigan as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to laws enacted by the State of Michigan, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the

provision enforceable and such modification shall not affect any other provision of this Agreement.

**FINANCIAL INFORMATION.** We may from time to time request information from you in order to evaluate a continuation of service to be provided by us under this agreement. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this agreement or service and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by us, you hereby agree to comply with a request by us for information for the purpose of ensuring you are in compliance with this agreement. If you refuse to provide the requested information, or if we conclude, at our sole discretion, the risk posed by you is unacceptable, we may terminate service according to the provisions hereof.



## **E-SIGN Act Disclosure & Agreement**

This E-SIGN Act Disclosure and Consent Agreement provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applies to your consent to and the electronic delivery of all communications and required agreements and disclosures relating to your applications for a new account, a new loan, and other related products and services with Financial Plus Credit Union (FPCU).

This disclosure provides you with your rights under the E-SIGN Act. To the extent allowed by law, you agree that any communication from us relating to the online opening of your account, the online application for your loan, and other related products and services including, but not limited to, disclosures, notices, statements, agreements, confirmations or other information required to be delivered under applicable law, may be delivered to you by electronic delivery, and that such electronic delivery shall be in lieu of written communication. We recommend you print and retain a copy of this and all the disclosures and agreements related to this transaction.

If you do not want to receive documents electronically, you will not be able to apply online and will be required to exit this area of the FPCU website. However, regardless of whether you consent, you will still be entitled to apply to open accounts through other methods that we permit, such as in person.

### **Electronic Delivery of Disclosures and Notices**

In order to use the Online Account Opening product to access, receive, and retain the documents, you must provide, at your own expense, an internet connected device that is compatible with this financial institution's Online Account Opening product deployed at the time of access. Your device must meet the minimum requirements outlined below. You must confirm that your device will meet these specifications and requirements and will permit you to access and use the Online Account Opening product.

In order to communicate with us regarding your membership, account(s), loan(s), and any related products and services you have requested, you must agree to provide us with your valid email address. It is your responsibility to promptly notify us of any changes.

All agreements and disclosures electronically or otherwise made available to you are considered "in writing" and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us. To print or download agreements and disclosures and other documents you must have a printer connected to your computer or have sufficient hard-drive space on your computer to download, store and view the information. To print or download the document, click on the document HTML or PDF link on the website and follow the prompts to print or save the document to your computer.

We reserve the right to provide any disclosures in writing rather than electronically. You have the right to request paper copies of the electronic disclosures and agreements you receive when you open your online application and apply for other related products and services.

You reserve the right to withdraw your consent to conduct business electronically at any time. If you withdraw your consent you may not be able to open additional accounts or request additional products and services online.

## **System Requirements to Access Information**

To receive an electronic copy of the Documents you must have the following equipment and software:

- A personal computer or mobile device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum version of Microsoft® Edge 44 or higher, Google Chrome® 81 or higher, or Mozilla Firefox® 75 or higher.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® DC or higher (available for free download at <https://www.adobe.com>). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

By affirmatively consenting to open your account online using the Online Account opening product, you confirm that you have access to the necessary hardware and software.

### **Contact Information**

You may request paper copies, notify us of any changes, or withdraw your consent by:

- Visiting our website at <https://www.myfpcu.com/about-us/about/email-us> and submitting a secure feedback form;
- Calling our Contact Center at (800)748-0451 or starting a conversation via the chat function on the Support page of our Digital Banking Solution;
- Writing us at Financial Plus Credit Union, P.O. Box 7006, Flint, MI 48507-0006; or
- Visiting one of our branch locations.