

# **Account Agreement and Disclosures**

#### ACCOUNT AGREEMENT AND DISCLOSURES

## NOTICE OF ARBITRATION PROVISION

This Agreement contains an Arbitration Provision which provides that you or the Credit Union may elect to have 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 this 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.

This Account Agreement contains rules, which govern your account(s) with Christian Financial Credit Union, also referred to as Christian Financial. This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement. Please read this document carefully. When you sign your signature card or agree through the Credit Union's Online application, your acceptance of these terms allows us to assess and collect fees, as disclosed, directly from your account balance. You may receive a separate schedule of interest rates, qualifying balances, and fees if they are not included elsewhere in the Account Agreement and Disclosures. As used in this Agreement, the words "we", "our", "Christian Financial", and "us" mean the Credit Union, and the words "you" and "your", "member" or "owner" mean account holders and any authorized signers or agents on your account or who signs an Account Card, Account Addendum Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's Online application and authentication process. Incorporated with this Account Agreement are the required disclosures and other agreements pertaining to the products and services available, including online services. Federal and State of Michigan laws govern these disclosures.

This membership and the account(s) are subject to the Account Agreement below and the Membership Account Card. By signing the account card, each of you, jointly and severally, agree to abide by the bylaws, rules and regulations and policies of the Credit Union, this Account Agreement, and the disclosures included with this Agreement and to any future amendments to them. You also agree to authorize us to check your employment history, and obtain a credit report from third parties, including other reporting agencies to verify your eligibility for any accounts or services you request or are offered by us. As a member, we would like you to be aware that under the FACT Act we may report information about your account to the credit bureaus when payments are late, missed or in default. Also, we regularly run a program for the Office of Foreign Asset Control (OFAC) to check for suspected terrorists.

The Member Identification Program (MIP), Section 326 of the USA PATRIOT Act, requires all financial institutions to obtain four pieces of information from potential members. When you open an account, we will ask for your name, address, date of birth, your tax identification number, and other identifying information that will allow us to identify you. We will also ask to see your unexpired state issued ID such as a driver's license or state ID or other pictured identifying documents as required by law.

Membership Eligibility: To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union's Bylaws. Your signature will constitute that you agree to abide to the Credit Union's Bylaws and Amendments and that you acknowledge receipt of these Agreements and Disclosures, and the terms and conditions that apply to your accounts or services selected on your account card or online.

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

Individual (Single) Owner Accounts: One owner on the account, the member (or the member's fiduciary or agent). Upon the death of the owner the funds remaining in this account (if any) belong to the beneficiary(ies) designated on the Membership Application and Account Agreement Card. If no beneficiary is designated, any remaining funds in the account belong to the member's estate, and the Credit Union will release the funds only to the representative of the member's estate.

Power of Attorney: Christian Financial Credit Union allows the use of a Power of Attorney when requested by the member. Requesting a power of attorney (attorney-in-fact), to act on your behalf must be done in person and the proper documentation must be signed and notarized. At our discretion, if you name a person to act as "Your Attorney-in-Fact" or agent in any way with your account, Christian Financial will only be obligated to deal with such person if we, in our sole judgment, approve of the form of appointment and the supporting documentation. Christian Financial is not obligated to accept a Power of Attorney that is not presented to us by the person granting the authority.

Joint Ownership with Survivorship (Multiple Party Accounts): Multiple-party accounts are in the names of two (2) or more owners on the account, one of who must be a member. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each multiple party owner guarantees the signature of the other owners. All funds on deposit are owned by any of the owners. We can release or pay any available amount on deposit in your account to any owner. We can honor checks, withdrawals, orders or requests from any owner. Any owner may sign up for Christian Financial's Online Banking and have access to accounts they have ownership in. Any account owner may withdraw or transfer all or any part of the account(s) available funds, stop payment on items drawn on the account, transfer or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner(s) and the Credit Union shall have no duty to in such event to notify any other account owner(s).

**Termination of Membership:** Only the member (Tax Owner Signator) of the account can completely close the membership share account by withdrawing the par value membership share of \$5.00 on deposit in the Membership Share Account. All owners are liable to Christian Financial for any overdrafts that may occur on your account, regardless of whether or not a benefit occurred.

Any owner may provide us written notice to freeze funds on deposit and we may, at our option, honor such written request. If we do, then the account will remain frozen until we receive subsequent written notice signed by all owners of the account as to a disposition of funds on deposit. If the Credit Union receives notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all account owners agree in writing to any transaction regarding the account.

Any funds on deposit may be utilized to satisfy any debt or garnishment of any owner of the account. It is the responsibility of all joint account owners to determine any legal effects of opening and maintaining a joint account. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all of the shares of the multiple party accounts without the consent of the other account owners and regardless of who contributed the funds to the account.

If any deposited item is returned unpaid or if the account is overdrawn, each of the multiple party account owners is jointly and severally liable to the Credit Union for the amount of any returned item, overdrawn amount, or unpaid amount of charges, regardless of who caused or benefited from the transaction. Christian Financial reserves the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple party account.

A Joint Ownership account is an account with right of survivorship and upon the death of one owner/joint owner; the funds belong to the surviving owner(s) of the account. You are required to notify the Credit Union of the death of any owner by providing a copy of the Death Certificate. The account, at the Credit Union's discretion, may be retitled to the remaining joint owner(s) name and reporting SSN. Upon the death of the final owner/joint owner, the funds remaining in the account belong to the named beneficiary(ies) designated on the Membership Application and Account Agreement Card or Addendum Card. Funds in an account with multiple beneficiaries are owned jointly by each beneficiary with rights of survivorship unless otherwise noted on the Account Card Agreement or Account Card Addendum or Beneficiary Change form. The Credit Union, at no time, has any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary interest in any account, except as otherwise provided by law. If no beneficiary is designated, any remaining funds in the account belong to the last surviving owner's estate.

**Documented Trust Accounts:** We offer revocable trust accounts to our members. Trust accounts will only be opened if the Trust documentation presented by you to the Credit Union is in a manner acceptable to our underwriting policies. We require all Trust accounts to provide the name of any Successor Trustee(s). The individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. It is the responsibility of the Settlor(s) to determine and understand any legal effects related to this type of account.

To open this type of account you will be required to furnish specific documents that we will use to establish the account. If you establish an account in connection with a written trust, you certify and declare that: (a) you are the trustee of the trust; (b) you are authorized to enter into this and other agreements with us in connection with the trust; (c) no other person's authorization or court order is required for the actions you take and/or the instructions you give in connection with the account; (d) the correct name of the trust is reflected on the signature card or application for the account; and (e) the trust has not been revoked, modified, or amended in any manner that would cause these representations to be incorrect. You agree to provide us with reasonable advance notice of any amendments made to the trust, any change in trustees or beneficiaries, and any other event that might affect any right, duty or authorization of any person (including us) with respect to the trust account. We will not be required to know, understand, interpret or enforce the terms of any trust document that may be provided to us. We may require you to sign a separate trust certification form in order to open or maintain an account. We reserve the right to rely on the Trust Account Card Application regardless of anything to the contrary in the Trust documents.

Business Accounts: Christian Financial offers business accounts to its members. We require the governing body of the legal entity opening the account to give us a Business Resolution designating Christian Financial as Depository and provide us with the list of Officers authorized to sign for the company as a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity. To establish a business account you will be required to provide us with the legal documentation such as Articles of Incorporation, Business Certificate, previous tax returns, etc. If your business is not incorporated in the state of Michigan, you will be required to file and register your business with the Michigan Department of Labor and Economic Growth in order to conduct business in this state. Failure to provide us with current unexpired business documents may interrupt your account services.

Regulation GG/Internet Gambling Notification: Pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, "restricted transactions" such as those in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling are prohibited from being processed through your account or relationship with Christian Financial Credit Union.

Association/Organizational or Sole Proprietorship Accounts: If your account is an association, organizational, sole proprietorship or DBA account, you will be required to supply Christian Financial with a separate Resolution designating Christian Financial as Depository and providing us with a list of Officers authorized to sign for the Association, Organization, Fraternal Organization or other entity document informing us of the authorized signers for the account and provide any other related documents if requested. We require that the individual opening the account be a Christian Financial member with a personal account and that all owners or organizational members be individually eligible for membership.

Accounts with Expiration Dates: DBAs, Estate, Conservatorship, or other similar type of account that specifies an expiration date may be opened with proper identification and documentation. When requested, you agree to provide any documentation that is required for the type of account you maintain at Christian Financial that has expired. Failure to respond to such requests may result in an interruption of your account services.

Liability: Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement. You also agree that any check or pre-authorized transfer presented to us for payment on your account when your account lacks sufficient available funds to pay any such item may, at our option, be returned for non-sufficient funds or we may honor any such item and charge you a fee for doing so.

**Authorized Signers:** Your signature card(s) identifies who is authorized to make withdrawals, write checks, transfer available funds, stop payments, in some cases obtain additional services, and otherwise give us instructions regarding your account. Christian Financial does not support requests for multiple signatures on withdrawals in person or by check. Although you may request that more than one signature be required, or your card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to support multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of one authorized signer. Although we may attempt on occasion to enforce multiple signature requirements shown on your account card (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you.

Changes in Account Ownership, Address and Authorized Signers: You agree to notify us immediately in writing of any change in your name, address, business capacity (e.g., sole proprietor to a corporation), or the authorized signers on your account. We may require a new signature card before any change in ownership or authorized signers become effective. If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so. In some instances, we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the necessary changes. We may rely solely on our account records to determine ownership of your account.

Deposits: You may make deposits to your account using any method offered by us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any Check or instrument for deposit at our sole discretion. If you deposit an item and it is returned unpaid, we will debit your account for the amount of the item and charge you a Returned Check Fee (NSF). You will be liable to us for the amount of any item deposit that is returned unpaid. In addition, you will be responsible for any costs and expenses incurred by the Credit Union in the collection of such returned item from you, including reasonable attorneys' fees.

Subject to our Funds Availability Policy, you may not be able to withdraw funds from your account until we have received final settlement for any items deposited. Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on the final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day we are open.

Your savings are federally insured by the National Credit Union Administration (NCUA), a U.S. Government Agency, to at least \$250,000 and backed by the full faith and credit of the United States Government.

For more information about NCUA insurance coverage, visit www.ncua.gov.

Withdrawals: Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including joint-owners, may withdraw or transfer all or any part of the account(s) available balance at any time. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of any stated limitations (if any) may eventually force us to close the account(s). We will use the date a transaction is completed by us (as opposed to the day you initiated it if different) to apply the frequency limitations.

Statements, Notices and Checks: If we provide you with a statement, electronically or otherwise, you must examine and review carefully your statement of account with "reasonable promptness" to determine if any errors or problems exist. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure. You will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. If you are a business, you agree not to entrust the writing of checks and the reconcilement and review of your account statements and notices to be the same person without frequent monitoring. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 60 days from when the statement is first made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation on this paragraph is in addition to that contained in the first paragraph of this section.

Notification of Address Change: It is your responsibility to notify the Credit Union upon a change of address or change of name. You will notify us promptly in writing if you move or otherwise have a change of address. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union may accept oral notices of a change in address but may require any other notice(s) from you to the Credit Union in writing. In the event we are unable to locate you, you agree to pay all fees associated with maintaining an invalid address in our records and any costs and locator fees incurred in our locating efforts. In addition, you agree that we may rely on information supplied by the United States Postal Service when updating our records.

Telephone Monitoring and Calling: From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Right To Set-Off Or Close Account(s): You each agree that we may, without prior notice and when permitted by law, set off the funds in the account against any due and payable debt owed to us now or in the future, by you or any joint owners on the account. The right of set-off and our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit you may have with us. Our right of set-off extends to any amount owed to us by any of the account owners, and supersedes any claim that might be made by your heirs, estate representatives and account beneficiaries. The Credit Union may close an account at any time if the account is overdrawn or the available balance of the account does not exceed zero.

Inactive or Dormant Accounts: Inactive accounts (accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Fee. We have no liability if your account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law. Checking Accounts that have had no activity in a one-year period may be closed without notice in order to prevent fraud. Inactive Checking Accounts can be subject to fraudulent

activity. To protect you and the Credit Union from possible losses, we may, at our discretion close an inactive Checking Account. Funds, if any remaining in the Checking Account, will be transferred to the Classic Savings and the Checking Account will be closed. Inactive IRA Savings Accounts with no withdrawals or deposits within a one-year period will be subject to an Inactive Account Fee. Refer to the Fee Schedule.

Unclaimed Property: Michigan law establishes procedures under which inactive/unclaimed property must be escheated (surrendered) to the state. Funds in an account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of three (3) years\* based on the type of account and or product. An IRA (Individual Retirement Account) becomes distributable under the terms of the account or plan. If there is a required distribution at a certain point in time, then the three-year dormancy period begins at that point. IRAs reported to the state unclaimed property fund may be subject to a 10 percent withholding rate pursuant to § 3405 of the Internal Revenue Code.

\*Applies to residents of Michigan. Inactivity period in other States that have Unclaimed Property Laws may vary.

Suspension of Credit Union Services: We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Christian Financial's discretion, we also have the right to pay any check presented for payment from your account after your account is closed or suspended and to recover such amount paid from you. Account services are available to members of the Credit Union. We reserve the right to cancel or suspend services to a member that has: (a) a delinquent loan; (b) an account balance below the \$5.00 minimum for a period of 60 days or more, (c) an unresolved deposited returned item; (d) any unpaid and uncollected fees; (e) a negative balance on an account; or (f) caused a financial loss to the Credit Union.

## **DENIAL OF MEMBERSHIP**

**Denial of Services Policy:** As members of a financial cooperative, it is the responsibility of all members to abide by the terms of membership and any other agreements they enter into with the Credit Union. When a member causes a loss to Christian Financial Credit Union, that loss must be shared by the entire membership. Losses have a negative impact on the overall fitness of the Credit Union, and impact its ability to provide products and services to the members that do abide by their obligations. When a member commits fraud or another misdeed against the Credit Union or against a person on the premises of the Credit Union, such fraud or other misdeed can expose the Credit Union to financial losses and can expose the Credit Union to risk of harm to its reputation.

Loss Policy: Consistent with the provisions in Section 357 of the Michigan Credit Union Act, it shall be policy of Christian Financial Credit Union to deny all services to any member the Credit Union has knowledge or reason to believe has caused the Credit Union a loss. The Credit Union will not extend credit or any other services, including but not limited to loans, Checking Accounts, debit cards, or check cashing, to any member that causes the Credit Union a loss. Further, Christian Financial Credit Union reserves the right to expel from membership any member that causes the Credit Union a loss.

As used herein the word "loss" shall be defined in its broadest terms and shall include, but not be limited to, the material default on a loan obligation owed to the Credit Union, the failure to pay any other obligation to the Credit Union, the discharge of all or part of an obligation in bankruptcy, or the confirmation of a bankruptcy Plan of Reorganization which fails to provide for the payment of the Credit Union in full, or the perpetration, or attempted perpetration, of a fraud upon the Credit Union.

Except as otherwise provided in this policy, the CEO shall have the discretion to extend any or all services that would, pursuant to this policy, have been denied to a member who has caused the Credit Union a loss but who is in the process of repaying the Credit Union for that loss.

Fraud or Other Misdeed: Consistent with the provisions in Section 357 of the Michigan Credit Union Act, it shall be policy of Christian Financial Credit Union to deny all services and membership to any member the Credit Union has knowledge or reason to believe has committed fraud or any other misdeed against the Credit Union or against a person on the premises of the Credit Union.

The Credit Union will not extend credit or any other services, including but not limited to loans, Checking Accounts, debit cards, or check cashing, to any member that commits such fraud or misdeed, regardless whether or not such fraud or misdeed causes the Credit Union a loss. In addition, we may also terminate the membership of such a member. Management may immediately suspend any and all Credit Union services to a member whom management has knowledge or reason to believe has committed fraud or any other misdeed against the Credit Union or against a person on the premises of the Credit Union.

For purposes of this policy, fraud shall be broadly defined as a deception deliberately practiced to secure unfair or unlawful gain.

For purposes of this policy, "Other misdeeds against the Credit Union or against a person on the premises of the Credit Union" shall be broadly defined and determined on a case-by-case basis. By way of example, and not by way of limitation, conduct arising to the level of a misdeed against the Credit Union or against a person on the premises of the Credit Union can include:

- Attempted fraud involving a Credit Union account, including but not limited to check kiting;
- Vandalism affecting Credit Union property
- Unruly behavior on Credit Union premises
- Use of loud, rude or abusive language on Credit Union premises
- Request for excessive transactions with the intent to harass Credit Union personnel or to add needless delay to the process of providing Credit Union services
- Any type of harassment, including but not limited to, sexual, ethnic or racial harassment, such as:
  - Making racial or ethnic slurs
  - Making sexual overtures;
  - Making sexual flirtations, advances or propositions;
  - Engaging in verbal abuse of a sexual, racial or ethnic nature;
- The purposeful display of any kind of sexually explicit or discriminatory (as it pertains to race, color, religion, national origin, gender, marital status, age, sexual orientation, weight or any other physical characteristics, political beliefs, or disability) image or document on any banner on the premises of the Credit Union;
- Any abusive, hateful, degrading, demeaning, derogatory or defamatory remarks, information, or communications;
- The dissemination of any pornographic, obscene, sexually explicit, indecent, or vulgar materials or information;
- Engaging in offensive or abusive physical contact;
- Making false, vicious or malicious statements about any employee of this Credit Union or the Credit Union and its services, operations, policies, practices or management;
- Using intimidating or threatening language towards Credit Union employees or other members:
- Attempting to coerce or interfere with Credit Union employees in the performance of their duties at any time;
- Posting, defacing or removing notices or signs on Credit Union premises;
- Possession, use, or being under the influence of drugs or alcoholic substances on Credit Union premises;
- Fighting or possession of weapons of any kind on Credit Union premises;
- Disclosure of any confidential records or trade secrets of the Credit Union, it employees, members, or vendors without adequate authority to do so;
- Gambling of any nature on Credit Union premises;
- Solicitations or advertisements for other than the Credit Union, its affiliates, or subsidiaries on Credit Union premises, unless authorized;
- Any attempt to disable or overload any computer system or to circumvent any system intended to protect the privacy or security of a user of the Credit Union's computer system;
- Vandalizing, damaging, disabling, or gaining access to the Credit Union's computer files or data;
- Use of any Credit Union property for any activity restricted by local, state, federal, or international laws;
- Engaging in any other activity restricted by local, state, federal, or international laws on the Credit Union premises.
- Failure to properly secure access to Online Banking and other remote access.

# **ACCOUNT DEPOSIT POLICY**

You authorize the Credit Union to supply any endorsement for the undersigned and the joint owners who have signed on any check or other instrument tendered for this account and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the Credit Union shall not be held liable for acts of any agents, sub-agents or others, or for any casualty. Withdrawals may not be made on account of such items until collected (or as provided by law), and any amount not collected may be charged back to the account, including expenses incurred, and any other outside expenses incurred relative to this account may be charged to it. The Credit Union reserves the right to send any item returned for collection. The Credit Union has the right to charge back against all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid against your account, regardless of whether the amount of the item deposited was available to you for use. The Credit Union, with discretion, is authorized to accept transfers, checks, drafts, and other items for deposit into your account if they are made payable to, or to the order of, any one or more owners on the account. You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs or expenses from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable laws, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

Transfer Limitations: Account types that have restrictions as to the limit of withdrawals, transfers and deposits are part of the Credit Union's Truth-in-Savings disclosure and provided to you at the time of opening an account with this Account Agreement. Account Rates and Fees are part of the Credit Union's Rate and Fee Schedule and Truth-in-Savings Disclosure, provided with this Account Agreement.

Credit Union Liability: The Credit Union may be liable for your losses or damages (not to exceed the amount of the transaction), if the Credit Union does not properly complete a transaction according to this Agreement, except as otherwise provided by law. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, and other general banking practices followed. You agree that the Credit Union may accept and rely on facsimiles of your signature(s) or a scanned signature on any deposit or withdrawal forms, loan requests, order or other notices regarding any account with the Credit Union. The Credit Union shall not be responsible for any loss incurred as a result of its acting upon or executing any requests, order or instructions that the Credit Union believes to be genuine. The Credit Union may refuse to execute any facsimiles request or order.

Lien and Security Interest: If you owe the Credit Union money, the Credit Union has a lien on any or all funds in any account in which you have an ownership interest regardless of the source of the funds, unless prohibited by law. You also grant the Credit Union a consented security interest in your accounts and agree the Credit Union may use the funds from your account in which you have an ownership interest to pay any debt or amount now or hereafter owed to the Credit Union, except for obligations secured by your residence, or prohibited by applicable law. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time.

Contractual Provisions: Payments of funds [on deposit] in an individual account may be paid by the Credit Union to the owner (or the owner's fiduciary or agent) regardless of whether the owner of the account is, in fact, the actual owner of the funds. Payments of funds [on deposit] in an account having two or more owners may be made by the Credit Union to any one or more of the owners named on the account [or any one or more owner's fiduciaries or agent(s)] without regard to the actual ownership of the funds by or between the owners, and without regard to whether any other owner or owners so named are deceased or incompetent at the time the payments are made. Payments of funds [on deposit] in an account to a deceased owner's beneficiary(ies) or estate representative will be made in accordance with the terms and conditions of the Account Card and Account Agreement once the Credit Union has received all required documentation and all required proofs of death. If there is more than one account beneficiary, the Credit Union will not pay to any one beneficiary more than that amount which is obtained by dividing the total of funds in the account by the number of beneficiaries on the account, unless otherwise indicated on the Account Card Agreement. There is a right of survivorship between beneficiaries, unless otherwise noted on the Account Card Beneficiary Section. In making payments of funds deposited in an account, you (or your agent or fiduciary) grant the Credit Union the right to rely conclusively and entirely upon the form of the account and the forms of the Account Card at the time the payments are made. The Credit Union is not required to inquire as to either the source or the ownership of any funds received for deposit to an account, or to the proposed application of any payments made from an account. All payments made by the Credit Union from the account(s) at any request of any owner/depositor to the

account (or the fiduciary or the agent of any owner/depositor to the account) in accordance with the Account Card (and the Account Agreement), shall constitute a complete release and discharge of the Credit Union from all claims for the amounts so paid.

Subsequent Changes to Contract of Deposit (Transaction or Termination Issue): Upon the request of a member/owner (or the member's/owner's fiduciary or agent) to change the terms of the Account Card (and account agreements), the Credit Union reserves the right to require the requesting member/owner (or members'/owner's fiduciary or agent) to withdraw the funds from the account, and open a new account that facilitates the member's/owner's (or the member's/owner's fiduciary or agent) account needs.

Disputes or Uncertainty: Right to Withhold Payment of Funds (Transaction or Termination Issue): In the event of either oral or written notice of the existence of a dispute between owners, beneficiaries, or other persons concerning their respective rights of ownership to the funds contained in, or proposed to be withdrawn, or previously withdrawn, from an account(s), or the Credit Union's uncertainty as to who is entitled to the funds in an account(s), we reserve the right to place an administrative hold on the funds in the account(s), notify all owners, beneficiaries and/or all other persons claiming an interest in the account(s), of the dispute or the Credit Union's uncertainty as to who is entitled to the funds, and will not release the funds to any owners, beneficiaries, or other persons claiming an interest in funds in the account, until the Credit Union receives either; a request for payment in writing agreed to by all owners, beneficiaries, or all other persons claiming interest in the funds held in an account(s) or the payment is authorized or directed by a court of proper jurisdiction.

Other Terms and Conditions: Checking Accounts: Whether your account is individual or joint you have authorized Christian Financial Credit Union to pay checks signed by you or the joint owner and charge all such payments against the funds in this account. All non-cash payments received in this account will be credited subject to the terms and conditions of the Funds Availability Disclosure. Christian Financial is under no obligation to pay a check that exceeds the available deposit balance in this account. However, the Credit Union may, at its discretion, pay such a check. If the Credit Union does pay such a check, you agree to reimburse us immediately to the extent that such a check exceeds the available balance in the account. The Credit Union may pay a check on whatever day it is presented for payment, nowithstanding the date (or any other limitations on the time of payment) appearing on the check. When paid, checks become the property of the Credit Union and will not be returned either with the periodic statement of this account or otherwise. If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of responsibility for safeguarding your checks, and for reviewing your account regularly and statements as soon as you receive them. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.

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

Expenses. If we incur any costs or expenses as a result of any attachment, garnishment, levy, or IRS TIN reporting notice against your account, you will reimburse us for such costs or expenses or we may charge them to your account.

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

Agreement and Disclosures: The Account Agreement and Disclosures are provided to you at the time of opening your account. You may choose to receive your Account Agreement and Disclosures by going online at <a href="https://www.christianfinancialcu.org">www.christianfinancialcu.org</a> to review, print or save for reference, or receive them in paper form. Your signed Account Membership Signature Card constitutes your receipt and acceptance of the Account Agreement and Disclosures and which apply to your account(s), products and services.

Notice of Amendments: Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. Unless the Credit Union is required to give you advance notice by law, changes are effective on the date the changes are announced in writing via electronic means where possible or by mail when needed. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. Notification of any changes or amendments will be available online to print or view at www.christianfinancialcu.org, or by calling any Christian Financial office and requesting a paper copy.

# YOUR LIABILITY FOR OVERDRAFTS

PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS "YOUR LIABILITY FOR OVERDRAFTS" SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 586-772-6330, OR VISIT ANY BRANCH.

# A. General:

- 1. What Does it Mean to Overdraw Your Account? "Overdrawing" your account means that there are not sufficient available funds (as described in Section B below) in your account to pay for a transaction, resulting in a negative or "overdrawn" balance. Some transactions that can result in an overdraft in your account include, but are not limited to:
  - The payment of checks, electronic fund transfers, telephone-initiated transactions, preauthorized payments under our Bill Payment Service, debit card transactions, or other withdrawal requests authorized by you;
  - The return (unpaid) of items deposited by you;
  - The assessment of service charges by us; or
  - The deposit of items that are treated as not yet "available" according to our Funds Availability Policy.
- 2. What Happens if the Credit Union Refuses to Pay the Item? If you overdraw your account, we may return the item unpaid, commonly known as a return for "non-sufficient funds" or "NSF". It is important to understand that the Credit Union has no control over how many times an intended payee will resubmit an item to us for payment. When we return an item unpaid, we will assess you an NSF Fee each time the item is presented to us for payment. There is no limit on the number of NSF Fees we may assess against your account. NSF items are described in more detail in Section D.
- 3. What Happens if the Credit Union Pays the Item? If you overdraw your account and we pay the item, we may do so in one of two ways:
  - Through standard overdraft practices that come with your account, which we call "Courtesy Pay"; or
  - Through an overdraft protection plan, which we call "Overdraft Protection Service"

You can elect to decline either of these services at any time, which may result in your transactions being declined for non-sufficient funds if the available balance in your account is insufficient to pay for your transaction.

The Credit Union also offers an overdraft line of credit for qualifying members. This Overdraft Policy describes only our Courtesy Pay and Overdraft Protection Services. If you have questions regarding applying for an overdraft line of credit, please contact the Credit Union for additional information.

4. Your Obligation to Keep Records of Your Transactions: While we provide Courtesy Pay and the Overdraft Protection Service for your convenience and as a way to help you avoid overdrafts, NSF transactions, and associated fees, you are responsible for keeping track of the funds in your account that are <u>available</u> for you to use before you write a check, preauthorize a payment under our Bill Payment service, authorize an ACH transaction, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions.

It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments), as your available balance (discussed in more detail below) may not reflect these transactions until they are paid from your account.

#### B. Your Available Balance:

- 1. Actual Balance versus Available Balance: Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how these two balances work so that you know how much money is available to you in your account at any given time. This section explains actual and available balances and how they work.
- 2. Your "Actual Balance": Your "actual" balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered "available" for transactions on your account. The actual balance is also sometimes referred to as your "ledger balance". Your actual balance reflects transactions that have posted to your account, but it does not reflect transactions that have been authorized and are pending or deposits that may be on hold. While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case because any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your actual balance. For example:
  - Assume you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. Though your actual balance is \$50, you have already spent \$40.
- 3. Your "Available Balance": Your available balance is the amount of money in your account that is available to you to use without incurring a fee. The available balance takes into account factors such as holds placed on deposits and pending transactions, like pending debit card purchases, that the Credit Union has authorized, but that have not yet posted or settled to your account. For example:
  - Assume you have an actual balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). If the merchant requests preauthorization in the amount of \$20, we will place a "hold" on your account for \$20 (referred to as an "authorization hold"). Your actual balance will still be \$50 because this transaction has not yet posted, but your available balance will be \$30 because of the restaurant's \$20 preauthorization request. When the merchant submits its bill for payment (which could be days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your actual balance will be reduced by the amount of the posted transaction.
- **4. Your Available Balance and Non-Debit Card Transactions:** For electronic funds transfers (ACH), checks, bill payments, and any other non-debit card transactions, we use your <u>available balance</u> at the time a transaction <u>posts</u> to determine whether your account is overdrawn and whether a fee will be assessed. For information on how your available balance works with respect to debit card transactions, please see Section C.

#### C. Authorization for Debit Card Transactions:

- 1. What is an Authorization Hold? When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day.
- 2. How Does an Authorization Hold Affect Your Available Balance? Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. We have no control over when a merchant may present an item for payment. Merchant payment requests are received in real time throughout the day and are posted to your account as they are received.
- 3. The Amount of an Authorization Hold May Differ from the Amount of the Actual Transaction: The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is authorized before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or a gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.
- 4. Length of an Authorization Hold: We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account, which will decrease your available balance. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

5. Your Available Balance and Debit Card Transactions: Everyday debit card transactions are processed against your account at two different times: first, when the transaction is authorized, and again when the transaction actually settles to your account, usually days later. This delay between the time a particular transaction is authorized and when it actually settles to your account is solely within the control of the merchant and its processor. The Credit Union has no control with respect to the time period that elapses between the time a merchant seeks authorization and finally submits the transaction for settlement.

For debit card transactions, we use your <u>available balance</u> at the time a transaction is <u>authorized</u> and again when the transaction <u>settles</u> to your account to determine if each specific transaction will overdraw your account and whether a fee will be assessed. It is important to remember that your available balance may not reflect all of your transactions.

When the Credit Union authorizes an everyday debit transaction, the amount of the transaction is subject to a preauthorization hold. This means that the amount of the transaction is subtracted from your actual balance.

For debit card transactions involving merchant authorization holds, we look at the available balance at the time a transaction is authorized and again at settlement to determine whether the transaction will result in an overdraft and a fee.

- If your available balance is insufficient to pay the preauthorization amount requested by a merchant, and you have not opted into Courtesy Pay for payment of everyday debit transactions, we will decline the request.
- If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant's authorization request.

- If your available balance is insufficient to cover a merchant's authorization request, and you have opted into Courtesy Pay for everyday debit transactions, we may choose to approve the authorization request. If we choose to authorize the transaction using Courtesy Pay, we will charge a Courtesy Pay Fee on that transaction when it settles only if the available balance in your account at settlement is insufficient to cover the settlement of the transaction. If the available balance is your account at settlement is sufficient to cover the settlement of the transaction, you will not incur a Courtesy Pay Fee even though your available balance was insufficient to cover the transaction at the time the transaction was authorized,
- If you have opted into Courtesy Pay for everyday debit transactions, you will typically incur a Courtesy Pay Fee only where your available balance is insufficient to cover the transaction at both authorization and at settlement. However, there is one exception to this policy: a purchase transaction where the final amount is initially unknown, and where the amount of the preauthorization hold requested by the merchant is *less* than the amount of the transaction that actually settles to your account.

Example: The most common examples of a purchase transaction where the final amount is initially unknown are gas station purchases, restaurant charges, hotel and car reservations. In such cases the transaction will be communicated to the Credit Union for authorization in one amount, but when the transaction actually settles your account it does so for a greater amount. For example, if you use your debit card to pay at the pump for a gasoline purchase, you typically must utilize your debit card before operating the pump. The Credit Union may receive an authorization request in the amount of \$15.00. At the time of the authorization request, and the available balance in your account is reduced to \$15.00. You proceed with the transaction, and purchase gasoline totaling \$40.00. When that transaction actually settles to your account in the amount of \$40.00 as opposed to the \$15.00 that was authorized, the available balance in your account is insufficient to cover the settlement of the preauthorized transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions), even though your available balance was sufficient at the time the transaction was authorized.

Note that transactions authorized with a merchant as <u>recurring</u> debit card transactions may be covered by Courtesy Pay regardless of whether you have opted into Courtesy Pay for the payment of <u>everyday</u> debit card transactions.

## D. Payment of Overdrafts:

- 1. The Credit Union Has No Obligation to Pay Your Overdrafts: We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may close, without notice, any account with excessive overdraft activity, and report the account to a consumer reporting agency.
- 2. Fees Associated with Overdrawing Your Account Courtesy Pay Fees: We assess a fee each time an item is presented for payment that we either pay, resulting in an overdraft, or which we decline pay because payment of the item would result in an overdraft had we paid it. If we pay an item in accordance with Courtesy Pay, we will charge you a Courtesy Pay Fee. There is no limit on the total fees we can charge you for overdrafting your account. For an explanation of Courtesy Pay in connection with debit card transactions, please refer back to Section C above.
- 3. Fees Associated with Overdrawing Your Account Overdraft Protection Service: There are fees associated with using our Overdraft Protection Service. These fees may be less expensive than Courtesy Pay Fees or NSF Fees. If we pay an item in accordance with our Overdraft Protection Service, we will charge you an Overdraft Protection Fee. If you have elected <u>both</u> the Overdraft Protection Service <u>and</u> Courtesy Pay, there are circumstances wherein you will be charged <u>both</u> an Overdraft Protection Fee <u>and</u> a Courtesy Pay Fee. These circumstances are discussed in greater detail in Section F. There is no limit to the total fees we can charge you for overdrafting your account.
- 4. Fees Associated with Overdrawing Your Account NSF Fees: If we do not pay an item, we will return the item and charge you a NSF Fee each time an item is presented for payment and we return it unpaid due to an insufficient available balance. We have no control over the number of times an intended payee may resubmit the same item to us for payment. There is no limit on the total fees we can charge you for overdrafting your account.
- 5. Fee Schedule: Please refer to the Fee Schedule for a current listing of all fees associated with overdrawing your account.
- 6. YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT AVAILABLE FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE: This is because your available balance may not reflect all of the outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. For example, you may have written a check that is still outstanding because it has not been submitted for payment by the payee. That check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. We have no control over when a merchant submits an item for payment. For example, if a merchant obtains our prior authorization but does not submit an 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 including, but not limited to, car rental transactions and international transactions), we are required to release the authorization hold on the transaction. Your available balance will not reflect this transaction once the hold has been released. Please refer to the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Please refer to the Funds Availability Disclosure for information regarding the availability of your deposits for withdrawal

# E. How Transactions are Posted to Your Account:

There are basically 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 we post transactions to your account.

When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (checks, ACH transactions, or ATM/POS transactions). It is common for each of these presentment files to contain multiple items to be processed against your particular account. When multiple items are received at the same time, the items will be paid as follows:

- ACH items in each presentment file post credits first in the order presented, then debits in the order presented (we typically receive up to four ACH presentment files per day)
- Checks are paid in order received.
- ATM/POS items are paid in the order they are presented.
- Transactions performed in person, such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

The order in which items are paid is important if your account does not contain sufficient available funds to pay all of the items that are presented. If an item is presented for payment and your available balance is insufficient to pay it, we may, at our discretion, automatically transfer available funds from your designated account pursuant to the Overdraft Protection Service, pay the item pursuant to Courtesy Pay, or return the item (NSF).

Please understand that the above information is only a general description of how certain types of transactions are posted. These practices may change, and the Credit Union specifically reserves the right to pay items in any order, as permitted by law.

## F. Overdraft Protection Service:

1. Overdraft Protection Service: With Overdraft Protection Service" funds from your linked savings, checking and/or line of credit account(s) are used for overdraft protection. We will look first to this service for overdraft protection before applying our discretionary Courtesy Pay Overdraft Service when your account is overdrawn. The Overdraft Protection Service may save you money on the total fees you pay us for overdraft protection.

With this service, you authorize us to make transfers of available funds automatically from your linked account(s), plus the Overdraft Protection fees, to cover overdrafts in your checking account. Overdrafts paid pursuant to the Overdraft Protection Service are subject to a per-item Overdraft Protection Fee as set forth in the Fee Schedule.

If there are insufficient available funds in your linked account(s) and you are not eligible for Courtesy Pay, and there are insufficient available funds in your checking account to pay an item, your item will not be paid unless it was a previously authorized everyday debit card transaction. The items will be returned, and an NSF fee will be charged, each time an item is presented for payment and returned unpaid due to an insufficient available balance. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees. Transfers will appear on your periodic statements for each applicable account.

2. Limits on Overdraft Protection Service: We will not transfer more than the available account balance in designated linked account(s) if the amount of the overdraft and related fee(s) exceed the available amount. If the available balance in a designated linked account(s) is insufficient to pay the full amount of the transaction(s) you have initiated on any day plus the Overdraft Protection Fee(s), we will transfer up to the available balance to pay one or more transactions, plus the applicable fee for each item. Any transactions that are not paid by the transfer will either be paid through our Courtesy Pay Service or returned, and Overdraft Protection Fees, Courtesy Pay Fees, and/or NSF Fees, as applicable, will be assessed.

The following example illustrates how this works if you have elected both Overdraft Protection Service and Courtesy Pay Overdraft Service:

Assume your actual and available balances in your checking account are both \$50, and your available balance in your savings account is \$10. You write a check for \$80. When the check is presented for payment, because you don't have \$80 available in your checking account or regular savings account, the item cannot be fully paid using the Overdraft Protection Service from the regular savings account. However, if you have also elected Courtesy Pay, we may elect to transfer the \$10 in your linked savings account and pay the remaining portion of the item using Courtesy Pay. In such case, you will be assessed <u>both</u> an Overdraft Protection Fee <u>and</u> a Courtesy Pay Fee.

However, because Courtesy Pay is a discretionary service, we may instead elect to decline to pay the transaction. If we decline to pay the transaction, we will not transfer any funds from your linked savings account, we will decline the transaction, and we will assess you an NSF Fee <u>each time</u> the item is presented for payment. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees.

3. We May Return Items Unpaid: We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee as stated in our Fee Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee <u>each time</u> that same transaction is returned unpaid.

- 4. Termination of Overdraft Protection Service: We may terminate the Overdraft Protection Service at any time with or without notice to you.
- G. Courtesy Pay Overdraft Service:
- 1. Courtesy Pay: In accordance with our commitment to provide valued service and benefits, we may, if you qualify, at our discretion, pay overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your limit, which is determined by us in our sole and absolute discretion. Courtesy Pay is different than the Overdraft Protection Service. Courtesy Pay is a backup to the Overdraft Protection Service and will only be activated if funds are not available from the Overdraft Protection Service.
- 2. What Overdraft Transactions are Covered? Courtesy Pay is available for the payment of checks, preauthorized payments under our Bill Payment Service, ACH drafts, and recurring debit transactions. Courtesy Pay is also available for everyday debit card transactions, if you opt-in, as described in the next section below.
- 3. Optional Overdraft Transactions: The following types of transactions require you to "opt in" (in other words, you must provide us with your affirmative consent) if you would like to include them in Courtesy Pay. Choosing not to opt in may result in these transactions being declined:
  - ATM transactions
  - Everyday Debit Card transactions

We do not require you to authorize Courtesy Pay for your ATM and everyday debit card transactions as a condition of us providing Courtesy Pay to you for your checks, ACH transactions or other transactions. If you want the Credit Union to authorize and pay overdrafts for ATM and everyday debit card transactions through Courtesy Pay, you must provide us with your consent in writing by (1) visiting any branch and completing an opt-in form; or (2) mailing notice of your decision to opt in to Courtesy Pay for ATM and everyday debit card transactions to Christian Financial Credit Union, 35100 Van Dyke Ave., Sterling Heights MI 48312.

- 4. Eligibility for Courtesy Pay: Courtesy Pay is not a credit product. It is a feature that is automatically available forth eligible checking accounts (unless you decline Courtesy Pay entirely as described below or information we get from ChexSystems or other consumer reporting agency does not meet Credit Union standards). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Courtesy Pay may be available for checking accounts for which the primary checking account owner is 18 years of age or older and has been a member of the Credit Union for at least 30 days. We reserve the right to limit Courtesy Pay to one (1) account per household or member. Estate, Conservatorship, Guardianship, Social Security Representative Payee, Federal Fiduciary and Minor accounts are not eligible for Courtesy Pay. We may suspend or permanently revoke Courtesy Pay from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:
  - You are not making regular deposits into your checking account;
  - You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
  - · Your membership is not in good standing;
  - You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
  - You have an outstanding balance due on an overdraft repayment plan;
  - Your primary savings account does not have a positive balance;
  - Your checking account is subject to any legal or administrative orders or levies;
  - You have insufficient credit or negative credit history;
  - You are a party to a bankruptcy proceeding;
  - Any or all of your account(s) with us are being reviewed for improper activity or transactions;
  - Your checking account is classified as inactive;
  - You use the Service to pay items written to check cashing agencies;

- You have an unresolved prior loss with us; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.
- 5. Courtesy Pay is a Discretionary Privilege: Any payment made by us under Courtesy Pay will be made on a case-by-case basis, in our sole and absolute discretion. Courtesy Pay does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. Courtesy Pay is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.
- **6. Notification:** If you qualify for Courtesy Pay, we will notify you that Courtesy Pay has been added to your account. However, we may refuse to pay an overdraft at any time, even though we may have previously paid overdrafts. We have no obligation to notify you before we pay or return any item. It is important to remember that Courtesy Pay is a purely discretionary benefit offered by the Credit Union. If at any time we determine that your account is no longer eligible for Courtesy Pay for any reason, we can discontinue it immediately without notice to you.
- 7. How Courtesy Pay is Administered: If you are eligible for the Service, we will generally pay your overdraft items up to a maximum amount established by the Credit Union in its sole and absolute discretion, including fees. We are not required to notify you of any nonsufficient funds checks, ACH items, or other transactions that may have been paid or returned. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.
- 8. When is the overdraft payment due? The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.
- 9. Courtesy Pay Fees: A Courtesy Pay Fee will be charged to your checking account, in accordance with our Fee Schedule, for each overdraft that is authorized and paid through the service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Courtesy Pay. In addition, if your account balance is not brought positive (zero or higher) at least once every two weeks, your account will be assessed an additional daily negative account fee. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through Courtesy Pay and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under Courtesy Pay, you are subject to a Non-Sufficient Funds (NSF) Fee in accordance with our Fee Schedule for each such item each time it is presented for payment and returned unpaid due to an insufficient available balance. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.
- 10. Transfers to Cover Overdrafts: You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.
- 11. Right of Setoff: In addition to any other rights that we may have, you agree that any deposits, 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 setoff for any liabilities, obligations or other amounts owed to us by you (e.g. 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. Moreover, unless you decline Courtesy Pay (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of Courtesy Pay.
- 12. Default: You will be in default under the terms of Courtesy Pay if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Courtesy Pay, or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.
- 13. Revocation; Suspension; Application for Reinstatement: We may revoke or suspend Courtesy Pay at any time without prior notice. Members who have previously abused Courtesy Pay, have negative balances in any other account at the Credit Union, have caused a previous loss to the Credit Union, or have committed fraud or other misdeeds may have Courtesy Pay revoked. Abuse of Courtesy Pay is defined as not clearing negative balances within 45 days of generating the negative balance, or excessive usage of the program (incurring ten or more overdraft/NSF fees per month for four consecutive months). "Other misdeeds" is defined by the Credit Union's Denial of Services Policy.

In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of our rights without losing them. If Courtesy Pay is revoked, and your account has a negative balance, you must repay the negative balance to the Credit Union. Twelve months following the date the account is repaid in full, you may contact the Credit Union to request reinstatement of Courtesy Pay. Similarly, if your account has a positive balance at the time of revocation, you may request reinstatement twelve months following the date that Courtesy Pay was revoked.

The Credit Union reserves the right to immediately close any account, which, at the discretion of the Credit Union management, has become so severely overdrawn that collection is unlikely. Likewise, an overdrawn account may be left open if, at the discretion of the Credit Union management, collection is likely.

- 14. Your Right to Decline Courtesy Pay: Any owner of the checking account may decline the service. If you prefer not to have the Service, visit us in a branch, contact us at 586-772-6330, or write to us at Christian Financial Credit Union, 35100 Van Dyke Ave., Sterling Heights MI 48312, and include your name, member number and a statement that you are declining the Credit Union's Courtesy Pay Service and we will remove the service from your checking account. If you decline the service, you will still be charged an NSF Fee for each item returned each time an item is presented for payment and returned unpaid due to an insufficient available balance.
- 15. Optional Overdraft Protection Plans: As discussed in more detail above, we also offer the optional Overdraft Protection Service which links your checking account to a savings account, as well as other overdraft sources and may be less expensive than Courtesy Pay. To learn more, please ask us about these plans.

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. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 586-772-6330 OR VISIT ANY BRANCH.

Waiver: The Credit Union's forbearance form, or delay in, exercising any of the Credit Union's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, the Courtesy Pay agreement, or any other agreements related to your account, shall not be construed to be a current or future waiver of the Credit Union's rights, remedies or privileges.

You will be provided an Account Agreement and Disclosure and Fee Schedule upon opening your account. You may request a copy at any time or go to www.christianfinancialcu.org and view or print a Disclosure and Fee Schedule.

Amendments: Unless prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any change in terms, rates, or fees as required by law. Christian Financial Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future. This Agreement is governed by the bylaws of Christian Financial Credit Union, federal laws and regulations, including applicable principles of contract law, and state regulations of the state in which the main office is located, as amended from time to time.

Governing Law: Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision of this Agreement, this Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Michigan, except as superseded by federal laws and regulations. This Agreement is also subject to the Credit Union's Bylaws, and to local

clearinghouse rules. Unless otherwise required by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court with jurisdiction over the location of the Credit Union's principal place of business.

Permitted Time for Filing a Lawsuit: You must file any lawsuit or arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition of making a claim.

Limitation of Liability: Except where required by law or this Agreement specifically provides otherwise, we will not be liable for any action or inaction except for our intentional misconduct or gross negligence. Except as may be otherwise required by law, you agree that in no event shall the credit union's liability to you exceed your actual damages or the sum of \$5,000.00, whichever is less. In no event will Credit Union be liable for any indirect, special, consequential or exemplary damages, including, but not limited to, loss of anticipated profits or other economic loss in connection with or arising out of this agreement.

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 NO RIGHT 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.

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:

Christian Financial Credit Union Attn: CEO 35100 Van Dyke Ave., Sterling Heights MI 48312

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

JAMS 1-800-352-5267 (toll-free) 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 may be amended, severed, or waived absent a written agreement between you and us.

Applicability: Arbitration will not apply to your account as long as you are an active duty Service Member.

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:

- 1. 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:
  - 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;
  - You must send your written notice to us at the following address:

Christian Financial Credit Union Attn: CEO 35100 Van Dyke Ave., Sterling Heights MI 48312

#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

Your ability to withdraw Funds. Our policy is to make funds from your deposits available to you on the next business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written.

**Determining the Availability of a Deposit.** For determining the availability of your deposit, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. (6:30 p.m. on Friday) 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. (6:30 p.m. on Friday) or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the next business day after the day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the next business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day after the day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. Deposits, cash or check, made at a nonproprietary ATM will be made available by the fifth business day. If you need the funds from a deposit right away, you should ask us when the funds would be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account for a longer period under the following circumstances:

- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposited will not be paid.
- There is an emergency, such as failure of computer or communications equipment.
- Deposits into accounts of new members (see Special Rules for New Accounts).

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.

Substitute Check. The Check Clearing for the 21st Century Act ("Check 21") enables financial institutions to send checks to each other electronically, and enables the Credit Union to receive a paper copy of the electronic check (called a "substitute check"). Financial Institutions receive substitute checks when a deposited check is deposited to an account and that check is returned unpaid, the check is returned to the depositing institution in the form of a substitute check. Substitute checks are the legal equivalent of a paper check for all purposes. The Credit Union is not required to create substitute checks, but must accept them. The substitute check will state, "This is a legal copy of your check. You can use it in the same way you would use the original check." You will be provided

with a disclosure that a substitute check is the legal equivalent of an original check, along with the member rights that apply when a member in good faith believes that a substitute check was not properly charged to his/her account.

Deposits at Automated Teller Machines. Deposits at a proprietary (owned by the Credit Union) ATM will be available on the second business day after the day of your deposit. Deposits at a non-proprietary (not owned by the Credit Union) ATM will be available on the fifth business day after the day of your deposit.

Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the date of deposit. Funds from deposits of cash, 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 next 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 from next-day items will be available on the ninth business day after the date of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit. New accounts do not receive \$225 same day availability. Use of our affiliated Shared Branches is restricted for the first 30 days after your account is open.

#### DEPOSITS MADE AT CREDIT UNION SHARED BRANCHES

Shared Branch Availability Policy Disclosure: Shared Branch locations are defined as those offices where members of Credit Unions are able to perform transactions to their Credit Union account. The policy for deposits made at a Shared Branch location is to make funds from your deposits available to you on the same business day your deposit is received. A deposit made at a Shared Branch location is considered received when it is accepted with all appropriate endorsements. For determining the availability of your deposits, every day is a business day that the Credit Union is open which may differ from the days the Shared Branch location is open. If you make a deposit on a day the Credit Union is open, that day will be considered the day of deposit. However, if you make a deposit at a Shared Branch location on a day the Credit Union is not open, your deposit will be considered made on the next business day the Credit Union is open.

Longer Delays May Apply: In some cases, all of the funds that you deposit by check will not be available to you on the same business day you make the deposit. Depending upon the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the same business day.

If all of your funds from your deposit will not be available on the same business day, you will be notified at the time you make your deposit that a hold has been placed. If your deposit is not made directly to a Shared Branch employee, or if this action is taken after you have left the premises, a notice will be mailed to you on the next business day after your deposit is received. If you will need the funds from a deposit immediately, you should contact Christian Financial regarding your funds availability.

#### **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

This Electronic Fund Transfer Agreement and Disclosure is between the Credit Union Account Owner(s) (designated as "you, your") and Christian Financial Credit Union (designated as "we, us, our, Christian Financial, and Credit Union"). In this Agreement, the words, "you" and "your" mean each person who signed an Application or Account Card as member/account owner, joint owners, or any authorized user, and receives a Visa Debit Card (debit card) and each person to whom a Visa Debit Card is issued, jointly and severally. By signing the Account Card, each of you, jointly and severally, acknowledged and agreed to the EFT services, which are incorporated with your Christian Financial account and agree to the terms and conditions in this agreement and to any amendments for the EFT services. Your use of the Christian Financial Visa Debit Card constitutes an agreement between the account owner, joint owner, and Christian Financial.

The words "accounts" refer to the Saving Accounts; Checking Accounts; Money Market; and Line of Credit Loan which are types of accounts in the Credit Union that can be subject to some kind of EFT (electronic fund transfer) service. These are referred to in the Agreement as your account(s). Electronic fund transfers are electronically initiated transfers of money from your account through EFT services described in this Agreement. You have previously designated which of your account(s) you want to be subject to a particular type of EFT service. You may change those instructions in the future. We will follow your changes to the extent our EFT programs permit and all other depository accounts you maintain at the Credit Union. Card refers to the access device issued to you by Christian Financial that permits you to conduct transactions at automated teller machines ("ATMs") owned and operated by Christian Financial as well as other "foreign" machines and point-of-sale ("POS") terminals (if applicable), which are part of a network that accepts our card. POS terminal refers to electronic point-of-sale terminals that are part of a network that accepts your card to pay for purchases and obtain cash back/cash advances (where available) from your Checking Account. Also included are those merchants and financial institutions that accept Visa to conduct transactions. PIN means the Personal Identification Number assigned to you by the Credit Union. Transaction means an electronic funds transaction.

This Electronic Fund Transfer Agreement describes the type of Electronic Fund Transfer ("EFT") services that we provide. This Agreement should be reviewed carefully, since it informs you of the terms and conditions which apply to these services. Should any inconsistencies exist between these terms and conditions and the general rules and regulations of your deposit account(s), these terms and conditions govern with regard to EFT services. In the case of joint accounts, all persons on the account accept the terms and conditions of this Agreement, both jointly and severally. Please keep this Agreement for future reference.

Your use of the Christian Financial Visa Debit Card constitutes an agreement between the account owner, joint owner and Christian Financial. This agreement is governed by the bylaws of the Christian Financial Credit Union, Federal Laws and Regulations, the Laws of the state of Michigan and local clearinghouse rules, as amended from time to time.

ALL CARDHOLDERS AND/OR CARD USERS HEREBY AGREE TO: Abide by the rules and regulations of Christian Financial relating to the use of this Visa Debit Card. The Visa Debit Card(s) issued by Christian Financial are the property of the Credit Union and will be surrendered immediately upon request by Christian Financial. That the Personal Identification Number (PIN) issued by The Credit Union's card processor is your personal security to prevent unauthorized use of your account and that the PIN is confidential and must not be revealed to any party or written on the card. Except as otherwise required by law, if you permit someone else to use your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Visa Debit Card transactions take priority over any other withdrawal from your Christian Financial accounts. Should your account have insufficient available funds to cover the transaction, your account may be frozen until the deficit remedied.

This Agreement defines your responsibilities and the Credit Union's responsibilities with respect to electronic funds transactions performed through ATMs, Merchants and POS terminals. It is understood that the Agreements and rules and regulations applicable to your accounts remain in effect and continue to be applicable, except as specifically modified by this Agreement. Use of your Visa Debit Card to perform transactions or using the Visa Debit Card to conduct transactions, you agree to the terms of this Agreement.

**OBTAINING INFORMATION:** The Credit Union may obtain credit bureau or similar reports in considering applications for accounts or other services as permitted by federal law, including the Right to Financial Privacy Act; Fair Credit Reporting Act and as described in the Privacy Notice we give you from time to time.

**OVERDRAFT PROTECTION LINE OF CREDIT:** If you have an overdraft protection line of credit to cover any overdrafts in your Checking Account, the following provisions apply: (1) At the time you applied for your overdraft protection Line Of Credit, you agreed that an overdraft on your Checking Account will result in advances to your Checking Account, including overdrafts resulting from Electronic Fund Transfers. (2) At the time you applied for Membership, in addition to the acceptance of the Card, you signed a separate acknowledgment on the membership application giving us a secured interest - called a pledge - in all present or future shares which you have with us in the account designated on the application. If you fail to make your payments when due, we can deduct money from your shares to pay any or all amounts owed to the extent permitted by law. While your payments are up-to-date, you can withdraw shares from this account, even though they are pledged to us. However, if you withdraw all your shares, you are no longer a member and you cannot obtain new advances. Please refer to your overdraft protection line of credit agreement for full details

COURTESY PAY OVERDRAFT COVERAGE: If necessary, after exhausting all other account sources, the Credit Union's Courtesy Pay Overdraft (CPOD) program may cover transfers exceeding the Checking Account balance up to a limit as determined by the Credit Union in its sole discretion, depending upon your eligibility. For debit card coverage of Courtesy Pay Overdraft, You must "option" to be eligible to receive this service or your purchase(s) may be declined if your purchase(s) overdraws your account. Please refer to the "Your Liability for Overdrafts" section of this this Agreement for a complete explanation of the Credit Union's Courtesy Pay Overdraft Service.

CARD USE: Your card allows transactions to be made on your account. The Credit Union may, without liability or advance notice, revoke or limit all cards issued under this Agreement. Upon demand, you will surrender the card promptly to the Credit Union. The debit card allows you to access available funds in your account, within the daily limits described herein, to purchase goods and services, and to receive cash advances from your account. The Christian Financial Visa Debit Card is NOT a credit card.

**CONDUCTING TRANSACTIONS**: The presentation of your card, and, if required, the entry of your PIN constitutes authorization to the Credit Union to conduct transactions. You agree to follow the instructions posted for use of the ATMs and POS terminals accessible by your card. These instructions will be considered part of the Agreement. You agree not to make transactions that would overdraw any account. If, by mistake, you are permitted to conduct a transaction that you should not have been allowed to make, we may charge the amount involved to an account with available funds, engage Courtesy Pay Overdraft if applicable, or otherwise hold you liable. When a PIN is required, you cannot make transactions without the entry of your correct PIN. Entries of an incorrect PIN may result in your card being retained in an ATM.

ILLEGAL TRANSACTIONS PROHIBITED: Your card may not be used to initiate any type of illegal gambling transaction or complete illegal transactions. It is your responsibility to use the card only for valid and lawful purposes. If you use the card for any other purpose or transaction, including without limitation unlawful gambling activities, (herein called a "Prohibited Activity"), you must promptly reimburse Christian Financial Credit Union and Visa International Incorporated for all amounts or expenses either Christian Financial or Visa pays as a result of such use. Cardholder agrees that all transactions that are initiated by use of the card shall be legal in the jurisdiction where the cardholder lives and/or the transaction occurred. Internet gambling may be illegal in the jurisdiction in which cardholder is located, including the United States. Display of a payment card logo by an on-line merchant does not mean that Internet transactions are legal in the jurisdiction in which cardholder is located. Issuer shall decline to authorize any transaction issuer believes poses an undue risk of illegality or unlawfulness. Card transactions for any Prohibited Activity made by or for the benefit of you shall be considered authorized by you, and you assume all responsibility and liability for all losses, costs and expenses you incur as a result of such use. If we receive actual knowledge that you are processing restricted transactions, the account will be closed.

FOREIGN TRANSACTIONS/EXCHANGE: If you effect an international transaction with your Visa Debit Card in a currency other than U.S. dollars, Visa will convert the charge into U.S. dollars. Visa charges an International Service Assessment (ISA) of one percent (1%) for use of the global payment system. The fee applies to purchases, credit vouchers, cash disbursements and single multicurrency transactions and will be posted as a separate transaction on your account. The fee is not assessed on transactions originating in US territories, and US Bases. Please note that foreign transactions may include transactions originated by you within the U.S., but processed by a merchant in a foreign country.

SAFEGUARDING YOUR CARD AND PIN: You understand that the Visa Debit Card is also an ATM card. You understand that the ATM is an automated teller machine that can perform many of the tasks as a human teller. The PIN that

has been assigned to you is an identification code that is personal and confidential. You will hold, in strict confidence, your PIN. You should not write your PIN on your card, the card carrier, or any paper carried with the card. This invites misuse of your card if it is lost or stolen. You should keep a written record of your PIN in a separate location from the card, with no identification as to what the number is. You should protect your card and PIN as if they were cash, credit cards, or checks because it is the key with which someone can access your accounts. Safeguarding your card is your responsibility and especially important for debit cards since the PIN is NOT required for its use at businesses that honor Visa.

The use of the PIN with the card is a security method that helps you to maintain the security of your accounts. You therefore agree to take all reasonable precautions that no one else learns your PIN.

You understand that reasonable precautions include but are not limited to the following:

- 1. You agree not to tell or disclose your PIN to any other person, INCLUDING ANYONE WHO TEXT MESSAGES, EMAILS OR CALLS YOU REPRESENTING Christian Financial CREDIT UNION. You understand Christian Financial will NEVER ASK YOU for this information.
- 2. You agree not to write your PIN on your Visa Debit Card.
- 3. You agree not to keep a written record of your PIN near your card. This means you agree not to keep your PIN in the same wallet, cardholder, envelope, or place where you keep your card.

LOSS OR THEFT: You will immediately report your debit card as lost or stolen. Telephoning us is the best way to keep all possible losses to a minimum. During regular business hours for ATM, Visa Debit, FAST audio response, and internet account access, call (586) 772-6330. After business hours, for Visa Debit only, you must call 1-800-754-4128 (in the USA), 1-727-227-9012 (outside USA). If you recover your card after notifying the Credit Union, you will not use the card. Also, you will not use your PIN after having notified the Credit Union of its loss or theft.

VERIFICATION: Receipts issued by any ATM or POS terminal are binding on Christian Financial only after verification of the transaction by Christian Financial.

LIABILITY: The Credit Union will not be liable for failure to honor a card due to improper use or retrieval of the card by an ATM or POS terminal. You should not use a cracked or broken card in an ATM or POS terminal. You will contact Christian Financial for a replacement card, if your card cracks or breaks. The Credit Union will not be liable for failure of a business to honor a card.

**RESPONSIBILITY**: You are responsible for all transactions made on your accounts with your card by anyone, including unauthorized transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized transactions are summarized below in the "Electronic Funds Transfer Disclosures" section.

CARD USE AND EFFECT ON AVAILABLE BALANCES: Generally, use of your card at ATMs and POS terminals results in a simultaneous debit of the transaction amount from your account. If you have a debit card and use it at a POS terminal in a manner that is processed as a credit card transaction (when no entry of your PIN needed), the authorization to proceed with the transaction that the business receives will result in a simultaneous freeze until the earlier of the actual debit of the funds or 3 days after authorization. During the freeze, this means that the funds will NOT be available for use, for example, to pay any checks you write. Please keep track of your card use and the effect on your available balance to avoid overdrafts or items being returned unpaid due to insufficient available funds, and the fees associated with these types of account problems.

Your Visa Debit Card and PIN (when required) may be used for:

- Deposits to your Classic Savings Accounts, Checking Account, and Money Market
- Cash withdrawals from your Checking Account, Classic Savings Accounts, and Money Market
- Transferring funds (non-cash) from your Classic Savings Accounts to your Checking Account; from your Classic Savings Accounts or Checking Accounts to loan payment(s).
- · Verifying balances in specified savings, checking, or loan accounts that you have with us (these are not "electronic fund transfers")
- Paying for purchases from your Checking Account at places that have agreed to accept the Visa Debit Card. As part of the purchase, you may be able to get cash back depending on the policies of the seller of the goods or services.
- · Obtaining cash advances from your Checking Account at financial institutions that are participating Visa institutions.

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

**SYSTEM MALFUNCTION**: You will not attempt to conduct a transaction when an ATM or POS terminal informs you (or other circumstances give you reason to believe) that the system is closed or is not functioning properly due to technical malfunction or lack of cash or is unable to initiate the desired transaction.

JOINT ACCOUNT OWNER(S): You agree to hold the Credit Union harmless for any and all transactions by any cardholder authorized on your account. You accept responsibility for all withdrawals made by an authorized cardholder less than 18 years of age.

**TERMINATION AND AMENDMENT**: Christian Financial may at any time terminate your right to conduct transactions or cancel this Agreement. The Credit Union may give notice of termination but is not obligated to do so. Your card and PIN may not be used after having been terminated. We may also configure our system to not accept your debit card transactions should there be problems with your Christian Financial account.

You may terminate this agreement at any time by notifying us in writing and by stopping the use of your Visa Debit Card. You are required to return all cards to Christian Financial. Your written notice of termination will become effective no later than the end of the first business day following the Credit Union's receipt of notice. Termination will not affect any liability incurred by you prior to termination.

The Credit Union may amend this Agreement at any time. We reserve the right to change, without notice, the limits on the types and amounts of transactions that may be transacted with your card. Unless the Credit Union is required to give you advance notice by law, changes are effective on the date the changes are announced in writing via electronic means where possible or by mail when needed. Use of your card after the effective date of the change will acknowledge your acceptance of that change.

COLLECTION EXPENSES: If the Credit Union files a lawsuit to collect what you owe, you will pay any and all reasonable expenses incurred by the Credit Union, including, but not limited to, outside collection agency fees and attorneys' fees.

**AGREEMENT CONTROLS**: Both you and the Credit Union will be bound by this Agreement. If there are inconsistencies between this Agreement and something said by Credit Union employees, you agree that this Agreement controls. Federal laws and the laws of Michigan govern this Agreement.

USE OF ATMS AND DEPOSIT FACILITIES: All members are advised that when using ATMs or other deposit facilities you should:

- •Be aware of your surroundings, particularly during the hours of darkness,
- •Be accompanied by another person during the hours of darkness,
- Refrain from displaying cash, place cash in a pocket as soon as the transaction is completed, and count cash in the safety of a locked enclosure such as a car or home,
- Use another ATM or facility or return at a later time if anything suspicious is noticed,
- Cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed, and immediately report all crimes to Christian Financial, operator of the ATM and to local law enforcement officials.

INFORMATION UPDATING SERVICE AND AUTHORIZATIONS - If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, Your account information (such as card number or expiration date) changes, or your account is closed. However, if your card is replaced or your account information changes, You authorize us, without obligation on our part, to provide the updated account information to the merchant in order to permit the merchant to bill recurring charges to your card. You authorize us to apply such recurring charges to your card until you notify us that you have revoked authorization for the charges to your card.

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

#### **ELECTRONIC FUNDS DISCLOSURE**

These Disclosures are required by Federal law and are part of the Debit Card Agreement between the Credit Union and you:

**ELECTRONIC FUND TRANSFER CARD**: If you have received a Visa Debit Card (referred to collectively as card) from us for the type of terminal transfers noted previously, the following provisions are applicable:

Your card can be used at any AUTOMATED TELLER MACHINE terminals that are located on our premises or at one of the networks noted later in this Agreement. You may use your card to purchase goods and services from merchants who have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as a part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as point of sale transactions and will cause your Checking Account to be debited for the amount of the purchase. In order to assist us in maintaining the security of your account and the terminals, the card remains our property and may be revoked or canceled at any time without prior notice. You agree not to use your card for a transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you do agree to pay us the amount of the improper withdrawal or transfer upon request. The card may be used with your Personal Identification Number ("PIN"), which is used to identify you as an authorized user of the card. (Exception: Some Visa participating merchants do not have the equipment for you to utilize your PIN for Visa Debit transactions and may utilize your signature and ID for verification.) Since the PIN is used for identification purposes, you will agree to notify us immediately if the card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use the card. Further, 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. Besides being able to use your electronic fund transfer card at AUTOMATED TELLER MACHINE terminals located on our premises, you may access your accounts at the following network logos: CO-OP Network, Visa, Plus, and STAR.

**Tell us AT ONCE** if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft privilege amount.

Visa Debit Cardholders – Member Liability: You are responsible for all transactions you authorize using your Visa Debit Card. If you permit someone else to use your card, you are responsible for any transactions they authorize or conduct on any of your accounts. You will not be held responsible for unauthorized transactions made with your Credit Union –issued Visa Debit Card if you exercise reasonable care in safeguarding the card from risk of loss or theft and, upon becoming aware, promptly report the loss or theft to the Credit Union. Under Regulation E, you could have up to \$500 liability if the loss is not reported within two days of discovery. You may have unlimited liability if you do not report unauthorized transactions within 60 days of it being reported on a periodic statement.

Also, if your statement shows transfers you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60-days after the statement was mailed to you, you may not get back any money you lost after the 60-days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**: To report loss or theft of your Visa Debit Card, please call (586) 772-6330 during regular business hours. When prompted, select the option for reporting your card lost or stolen to speak to a representative in card member services. After business hours you must call 1-800-754-4128 (in the USA), 1-727-227-9012 (outside the USA).

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your card without your permission.

REVERSAL OF TRANSACTIONS: We will reverse an EFT resulting from a point of sale transaction if you used your card at a participating merchant, and re-credit your account for the full amount of the transfer if all of the following occur:

- 1. You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the Participating Merchant or related goods in dispute, where returnable goods are involved.
- 2. The amount of the transaction is \$50.00 or more.
- 3. 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.
- 4. You verify the reverse order, notice and assurance in writing within fourteen (14) calendar days following oral notification, on 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.

BUSINESS DAYS: For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included. If you made a deposit before 12:00 a.m. on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after 12 a.m. on a business day or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

ELECTRONIC FUND TRANSFER SERVICES: At the present time, the following types of electronic fund transfers to or from your account(s) in the Credit Union may be authorized:

# Transfers TO your account(s) (credits):

- Deposit of payroll deductions from various employers that have agreed to send such deposits to us (contact us to see if your employer is one of them)
- Direct deposit of various governmental benefits
- Deposit(s) from any third party through the facilities of the Federal Reserve
- Automatic transfers to your account(s) from another person's account with us

#### Transfers FROM your account(s) (debits):

- Automatic deduction from your account of premiums for insurance coverage available to our members
- Payments of your house mortgage payments, insurance payments and utility bills, as well as other types of payments to third parties, through the facilities of the Federal Reserve
- Telephone bill payment services
- · Automatic transfers from your account(s) to another person's account with us
- · Automatic transfers from your account(s) to make payments on another person's loan owed to us

**AUTOMATED CLEARING HOUSE TRANSFER SERVICES**: We offer preauthorized EFT services through the Federal Reserve. We are able to electronically transfer available funds from your account(s) to accounts at other financial institutions or receive funds electronically from other financial institutions for deposit to your account. Because you must authorize such transfers in advance, these transfers are called "Preauthorized Transfers." Some of the services offered as preauthorized transfers are direct deposit of payroll, social security and other government payments, and automatic bill payment services.

AUTOMATED TELLER MACHINE (ATM) TRANSACTIONS: If you have a debit card (which contains a Visa hologram); along with a Personal Identification Number (PIN), you can use it to make any or all of the following transactions at any participating automated teller machine networks. Some transactions listed below may not be available to all networks:

- Deposits to your Savings Account, Checking Account, and Money Market
- Cash withdrawals from your Checking Account, Classic Savings Accounts, and Money Market
- Transfer of funds (non-cash) from your Classic Savings Accounts to your Checking Account; from your Classic Savings Accounts or Checking to loan payment(s)

· Verify balances in specified savings, checking, or loan accounts that you have with us (these are not "electronic fund transfers")

POINT OF SALE TRANSACTIONS (POS): Your card may be used to purchase goods or services from merchants who have arranged to accept a debit card as a means of payment. If you have a Visa Debit Card, it may be used to purchase goods and services from Visa merchants. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol that identifies them as a merchant who will accept your card. Purchases made with our card, including any purchases where you receive cash back, are referred to as "point of sale" transactions or "POS" transactions. A POS will cause your Savings or Checking Account to be debited for the amount of the purchase.

TELEPHONE AUDIO RESPONSE SERVICES (FAST): If you have an Access Code (PIN), you can also use it to make any and all of the following non-cash Electronic Fund Transfers using the Fast Access Audio Teller, (FAST), via a touch-tone phone:

- Check withdrawals (which will be mailed to your home) from your savings or Checking Account(s)
- Transfer an advance from your Line of Credit loan or Home Equity Line of Credit account
- Transfers between Savings and Checking Account(s)
- Transfers to your Christmas Club and Classic Savings Account(s)
- Transfers from Savings and Checking Account(s) to make a loan payment

In addition, you can use the Access Code to make any and all transactions (which are not electronic funds transfers) using the FAST audio response system via telephone. These include:

- · Balance inquiries on your Savings, Checking, Money Market, Christmas Club, IRAs and/or Certificate of Deposit (CD) accounts
- Inquiries on loan balances, next loan payment due dates, amounts, and loan payoffs
- · Inquiries about checks that have cleared your account
- Obtain a listing of your most recent transactions for any account(s)
- Change your Access Code

#### SERVICE LIMITATIONS

MINIMUM BALANCE: You must always maintain a minimum of \$5.00 in your Membership Share Account to be entitled to make "Electronic Fund Transfers" affecting your account. We reserve the right to increase the minimum balance requirement or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written or email notice.

LIMITATION ON NUMBER OF TRANSFERS: We limit the number of transfers or withdrawals from your Money Market account to another account or to a third party by preauthorized automatic or

#### Limitations on dollar amounts of Visa Debit Card:

telephone transfer to six (6) per month or statement cycle.

- You may use your Visa Debit Card for Point of Sale (POS) transactions in an amount not exceeding the lesser of your available balance and \$5,000.00 in a 24-hour period.
- You may withdraw the lesser of your available balance and \$500.00 from ATM terminals within a 24-hour period.
- POS Purchases with your Visa Debit Card are withdrawn from your Christian Financial Checking Account.
- · We have the right to adjust funds availability through the ATM and at the Point of Sale (POS) based on system availability without notice.

CHARGES: All charges related to electronic funds transfers are disclosed in a separate Fees and Rate Schedule.

ATM FEES: Per transfer charge: We will not charge you when using our ATM, however, when you use an ATM not owned by us, you may be charged a fee by the ATM operator and us and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer (please see the Fee and Rate Schedule).

INTERNET ACCOUNT ACCESS SERVICES: For internet access, you must select a unique username. You will select your own password, and your password should be kept private and secure. Any Owner may sign up for Christian Financial's Online Banking and have access to accounts they have ownership of, including services offered through Online Banking. It can be used to make any and all of the following non-cash Electronic Fund Transfers using our Online Banking system via any computer or mobile device with internet access:

- · Advance from your Line of Credit or Home Equity Line of Credit to a deposit account
- Transfers between your Savings Accounts, Checking Accounts, and Money Market
- Pay on a loan from your Christian Financial Checking or Savings Account
- Pay bills from your Christian Financial Checking or Savings Account with Bill Pay
- Send funds from your Christian Financial Checking or Savings Account to another person
- Make a payment on a Mortgage Loan through Mortgage Center

In addition, you can use Online Banking to make any and all of the following transactions (which are not electronic funds transfers) using the Online Banking system via a personal computer with Internet access:

- Inquire on balances and available balances in your Savings Accounts, Checking Accounts, Money Market, Christmas Club, IRAs, and/or Certificate of Deposit accounts
- Inquire on loan balances, next loan payment due dates, amounts, and loan payoffs including Visa Credit Cards
- Obtain a history for any account(s)
- Export your history to Excel, or other financial management software

**TRANSACTION LIMITATIONS**: At this time there are no limits on the number of transactions you may make through the Online Banking system, though certain accounts may have restrictions on the number of transactions allowed. Refer to each account in this disclosure.

**EXCLUDED TRANSACTIONS:** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of the services do not constitute Electronic Fund Transfers for the purpose of this Agreement, such as, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own accounts in the Credit Union. The terms and conditions of the Agreement only apply to those services that are Electronic Fund transfers as described above.

**DISCONTINUANCE OF ADDITIONAL SERVICES:** You have informed us which of these electronic fund transfer services you want to use. You can discontinue use of any such service whenever you want to. If you begin using a different electronic fund transfer service after receipt of this Agreement, we must be notified of the account(s) to be affected. We may make additional types of Electronic Fund Transfer services available in the future. We may also discontinue one or more of our electronic funds transfer services, but if we do that, we will give you at least 21 days advance notice in writing.

HEALTH SAVINGS ACCOUNTS (HSA): We permit you (as described below) to access your Christian Financial Health Savings Account with this card. This service is offered to our members for the convenience of managing and accessing your HSA. Accessing your HSA electronically may cause some tax concerns. For example, getting additional cash with an HSA Visa Debit Card transaction may raise some issues. Before accessing your HSA electronically make sure you are using the correct card. It is your responsibility to ensure the contributions, distributions, and other actions related to your HSA comply with applicable laws.

The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you at the time of opening your HSA. In the event of a conflict, the terms of the HSA Agreement will prevail. You understand that your Health Savings Account is intended for the sole purpose of paying qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from the use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. In addition, we are not responsible for ensuring your eligibility for making contributions or if your distributions/withdrawals are used for payment or reimbursement of any qualified medical expenses. Refer to your Health Savings Account Agreement for more information relating to the use of your HSA.

TERMINAL TRANSFERS: You will be offered a receipt at the time you make any EFT transaction (unless you request otherwise) to or from your account to an ATM terminal or with a Participating Merchant.

PREAUTHORIZED CREDITS: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call or write us to find out whether or not the preauthorized deposit has been made to your account at the telephone number and address appearing on your periodic statement or as shown on this Agreement.

**ELECTRONIC CHECK CONVERSION**: There may be times that you make a purchase of an item from a retailer either in person or over the telephone. There may be times that you make loan payments over the telephone. The retailer or the company that you are making the payment to will ask you for certain information that appears on one of your checks, including the name of the Credit Union, the check number, and the encoded numbers at the bottom of your check. The retailer or the company that you are making your payment to will then withdraw the authorized funds from your Checking Account. This process is known as an "Electronic Check Conversion." Electronic Check Conversions are transactions that are regulated by the Electronic Funds Transfer Act.

**PERIODIC STATEMENTS**: You will receive a monthly account statement that will reflect each transaction to your account and any related charges. You agree to review your statement within sixty (60) days of receipt. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

- •If your preauthorized transfer/ATM terminal transaction affects your Checking Account, these transactions will be noted on your monthly statement.
- •If your preauthorized transfer/ATM terminal transaction affects your share account, you will receive a monthly statement unless there were no transactions in a particular month, in which case you would receive your normal quarterly statement.

# DISCLOSURE OF ACCOUNT INFORMATION: We will disclose information to third parties about your account or the transfers you make:

- 1. Where it is necessary for completing transfers; or
- 2. To verify the existence and condition of your account for a third party, such as a credit-reporting agency or merchant; or
- 3. In order to comply with government agency or court orders; or
- 4. If we return checks on your account drawn on insufficient available funds; or
- 5. If you give us your written permission.

Christian Financial'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We, Christian Financial, will not be liable:

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

**ERROR RESOLUTION**: In case of errors or questions about your electronic transfers, telephone us at (586) 772-6330 or write us at Christian Financial Attn: Electronic Services Department, 35100 Van Dyke Ave, Sterling Heights MI 48312 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement receipt. Again, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and the account number.
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you believe is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account

For errors involving new accounts, point of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you believe is in error. If our research reveals there was no error, we will send you a written explanation within 3 days after completing our investigation. You may ask for copies of the documents that we used in our investigation. If we have credited your account for the amount in question, you are liable for the immediate return of the funds to us.

CLEARING OF DEPOSITS: Deposits made at an ATM whether in cash, check, draft or money order are subject to our Funds Availability Policy, which has either been provided to you at the time of opening the account or has been mailed to you. If you do not have a copy of our Funds Availability Policy, please contact us and we will make a copy available to you.

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

RESPONSIBILITY FOR OVERDRAFT: If an EFT transaction creates an overdraft in one of your account(s), the overdraft amount is due and payable the moment you complete the transaction and you agree to pay the full amount of it to us, together with the service charge, if applicable. You also authorize us, in such a case, to apply from any other account with the Credit Union such amount as is necessary to pay the overdraft amount and service charge. Please refer to the "Your Liability for Overdrafts" section of this Agreement for important additional information concerning overdrafts.

# YOUR RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS: If you have told us in advance to make regular payments out of your accounts, you can stop any of these payments. Here is how you can stop any of these payments:

CALL US AT: (586) 772-6330, or

WRITE US AT: Christian Financial Credit Union, 35100 Van Dyke Ave., Sterling Heights, MI 48312

Contact us (Attn: Accounting Department) in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The fee for handling such stop payment orders is disclosed in the Fee and Rate Schedule.

**NOTICE OF VARYING AMOUNTS**: If regular payments vary in amount, the person or company you are going to pay should notify you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

## FUNDS AVAILABILITY POLICY FOR ACH DEPOSITS SUBJECT TO ARTICLE UCC4A

Christian Financial Credit Union accepts credit entries containing the Standard Entry Class Codes Cash Concentration Disbursement (CCD) and Corporate Trade Exchange (CTX). Because these transactions are subject to Article UCC4A, the availability of funds is different for these types of transactions versus consumer transactions, therefore, the following conditions apply: credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive 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 entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which is applicable to the ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will notify you of the receipt of payments in the periodic statements we provide to you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

ACCOUNT CHARGES: There is no initial charge to issue the initial Visa Debit Card and PIN. Additional cards and replacement cards will be issued at a nominal charge. There is no Annual Fee for our Visa Debit Card.

Debit card transactions will be charged to your account. Your card and PIN may be used at any ATM machine displaying the Co-Op Network, Visa, Plus, or STAR network logo. Please refer to the Fee and Rate Schedule for all fees applicable to your debit card.

LIMITATIONS ON NUMBER OF TRANSFERS: We limit the number of transfers from your Money Market account to another account or to a third party by preauthorized automatic or telephone transfers to six (6) per month or statement cycle.

#### RIGHTS AND RESPONSIBILITIES

## **NOTIFICATION OF REGULATORY AUTHORITIES:**

Federal and State of Michigan law governs this Agreement and the EFT services provided in this Agreement.

State of Michigan Credit Union Division
Department of Insurance and Financial Services
P.O. Box 30224
Lansing, MI 48909
Or
National Credit Union Administration (NCUA)
9 Washington Square
Washington Avenue Extension
Albany, NY 12205

# WIRE TRANSFER AGREEMENT

The following rules shall apply to all wire transfer services provided by Christian Financial Credit Union. As used in the Wire Transfer Request Agreement, the words "I", "us", or "our" shall apply to and mean "Christian Financial Credit Union". The words "you" and "your" shall apply to and mean the member who has requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in Christian Financial Credit Union's member account agreements and any previous Wire Transfer Notice and/or Agreements.

Any account holder/owner on an account will have authorization to perform wire transfer transactions provided the security procedures listed in this agreement are followed.

You agree to be bound by the terms and conditions found within your application for membership and to the bylaws, rules and regulations of Christian Financial Credit Union in effect from time to time. You further acknowledge receiving a copy of the "Agreements and Disclosures" related to your account(s) and you agree to be bound by the terms and conditions found therein.

Acceptance of Payment Orders: In general, we will accept payment orders only if you have signed a Wire Transfer Agreement, signed an Authorization for Transfer form, have a sufficient available balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a Wire Transfer Agreement, we will accept telephonic payment orders from you, provided our security procedures are followed.

Security Procedures: Once you have signed a Wire Transfer Agreement and provided us with security requirements, such as an access authorization code and other identifying information as the Credit Union requires in its security procedures policy, we will accept payment orders from you via telephone. This is provided you have a sufficient available balance on deposit in the appropriate account to execute the payment order, and you provide the information above to us when you call to make your payment order. At our discretion, we may verify your telephone request by calling you back you back at a number listed on your account record. You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security procedure offered by the Credit Union after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to the Credit Union. You hereby acknowledge that you will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized in your name and accepted by the Credit Union in compliance with the agreed-upon security procedure. You hereby agree to follow the security procedure when making a payment order via telephone.

Impossibility of Performance: The Credit Union will not be liable for failure to comply with the terms of a wire transfer agreement 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.

Indemnification: 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 notification.

**Notification:** You will not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of incoming wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next-day notice of receipt of an ACH item. As such, we will also provide you with notification of the receipt of these items as part of your periodic statement. You hereby agree to notify us in writing of any unauthorized or erroneous payment order within thirty days from the date you first received notification from the Credit Union either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such a notice.

Choice of Law: We may accept, on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B - Funds Transfers Through Fedwire, and the applicable Federal Reserve Bank Disclosures Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. 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 State of Michigan Uniform Commercial Code.

Funds-Transfer Business Day: Fund transfers occur on non-holiday weekdays (Monday through Friday) only. Christian Financial Credit Union's funds-transfer business days consists of the hours from 9:00 a.m. to 4:00 p.m. on those days that we are open for business. The cut-off time for the processing of outgoing wire transfers is 9:00 a.m. to 2:00 pm for international/foreign wires and 9:00 a.m. to 4:00 pm for domestic wires. Outgoing Wire Transfer requests received after these deadlines will be processed the morning of the next business day. Any payment order or communication

amending or canceling a payment order received after the cut-off times on a business day will be treated as if received the opening of business on the next business day. Payment orders are executed as soon as possible after received; therefore, you should tell us immediately if you wish to cancel or modify wire instructions.

Account Limitations: It is the policy of Christian Financial Credit Union to accept funds transfers from your Checking and Savings Accounts; however, with respect to Money Market accounts, we will allow you to make no more than six withdrawals or transfers to another Credit Union account that you own, or to third parties, by means of a preauthorized or automatic transfer, or telephonic order or instruction, or similar order per month. Your account will be subject to closure if you exceed these limits.

Fees: We will charge you the current established fee for each payment order you give to us. (Please refer to Fee Schedule.) If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again. An additional fee will be charged to re-initiate the payment order. Christian Financial Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

Provisional Credit: Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (the originator) shall not be deemed to have paid you the amount of the credit entry.

Your Liability for Incorrect Information: If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as Social Security, Taxpayer ID, or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation. If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

Limitation of Liability: If we are obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, 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 provided by law or regulation. If you make a payment 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.

#### TRUTH-IN-SAVINGS

The following disclosure lists the various savings alternatives available at Christian Financial Credit Union. The Rate Information and Fee Schedule sets forth certain conditions, rates, fees and charges applicable to your accounts at Christian Financial. That schedule is incorporated as part of this disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividends are subject to change and are posted at www.christianfinancialcu.org. Federal Law requires us to obtain, verify, and retain information regarding the identity of any individual transacting business with the Credit Union. Current rates are on a separate Rate Information sheet and are available to view or print at www.christianfinancialcu.org or by calling us at 586 772-6330.

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

CLASSIC SAVINGS ACCOUNT: Dividends are subject to change and are posted at www.christianfinancialcu.org.

Compounding and Crediting: Dividends on this account will be compounded and credited quarterly. For this account type, the dividend period is quarterly. The beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for example is March 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: There is no minimum balance required to open this account. You must maintain a minimum daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield.

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account.

Transaction Limitations: The maximum automated teller machine withdrawal allowed per day is \$500.00. This limitation applies to this account in combination with Checking and other Savings account(s).

# CONSUMER, BUSINESS AND NON-PROFIT CHECKING ACCOUNT: There are no dividends paid on this account type.

Minimum Balance Requirements\*: There is no minimum balance required to maintain this account.

Transaction Limitations: The maximum automated teller machine withdrawal allowed per day is \$500.00. This withdrawal limitation applies to this account in combination with savings account(s). After you have established your Checking Account, you may make additional deposits into, or withdrawals from your Checking Account at any time.

\*If a Checking Account becomes inactive for a period of one year, and has a balance less than \$50.00 the member will be notified and the Checking Account will be subject to closure.

## MONEY MARKET CHECKING ACCOUNT (CHURCH ACCOUNTS ONLY): Dividends are subject to change and are posted at www.christianfinancialcu.org.

Compounding and Crediting: Dividends will be compounded and credited to your account every month. For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividends follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for example, is January 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirement: There is no minimum balance required to open this account.

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account.

Transaction Limitations: The maximum automated teller machine withdrawal allowed per day is \$500.00. This withdrawal limitation applies to this account in combination with savings account(s).

## MONEY MARKET ACCOUNT: Dividends are subject to change and are posted at www.christianfinancialcu.org.

Compounding and Crediting: Dividends will be compounded and credited to your account monthly. For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period is January 1, and the ending date of such dividend period is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: There is no minimum amount required to open this account. You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Accrual of Dividend: Dividends will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks) to your account.

Transaction Limitations: The maximum automated teller machine withdrawal allowed per day is \$500.00. This limitation applies to this account in combination with Checking Account and other Savings account(s). During any month, you may not make more than six withdrawals or transfers to another Credit Union account or to a third party by means of a preauthorized or automatic transfer or telephone transfer. If you exceed the transfer limitations set forth above in any statement period a fee will be charged for each transaction and your account will be subject to closure. There are no overdrafts to a Checking Account allowed from this type of account.

# CHRISTMAS CLUB ACCOUNT: Dividends are subject to change and are posted at www.christianfinancialcu.org.

Compounding and Crediting: Dividends on this account will be compounded and credited quarterly. For this account type, the dividend period is quarterly. The beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for example is March 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: There is no minimum amount required to open this account. You must maintain a minimum daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield.

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks), to your account.

Transaction Limitations: Withdrawals of this type of account are not allowed. If any withdrawal is made prior to the distribution date, the account will be closed.

#### VACATION CLUB ACCOUNT: Dividends are subject to change and are posted at www.christianfinancialcu.org.

Compounding and Crediting: Dividends on this account will be compounded and credited quarterly. For this account type, the dividend period is quarterly. The beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for example is March 31.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: There is no minimum amount required to open this account. You must maintain a minimum daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks), to your account.

Transaction Limitations: During any month, you may not make more than six withdrawals or transfers to another Credit Union account or to a third party by means of a preauthorized or automatic transfer or telephone transfer. If you exceed the transfer limitations set forth above in any statement period a fee will be charged for each transaction and your account will be subject to closure. There are no overdrafts to a Checking Account allowed from this type of account.

# IRA SAVINGS ACCOUNT: Dividends are subject to change and are posted at www.christianfinancialcu.org.

Compounding and Crediting: Dividends will be compounded and credited to your account every quarter. For this account type, the dividend period is quarterly. For example, the beginning date of a dividend period is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for example is March 31. If you close your account before dividends are paid, you will not receive the accrued dividend.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: The minimum balance required to open this account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks) to your account.

Transaction Limitations: You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of preauthorized or automatic transfer, telephone transfer, or a similar order to a third party. Additional deposits to this account are allowed, but not to exceed the maximum allowed by law. You will receive a complete disclosure at the time of opening your IRA account. If your IRA Savings Account(s) has no activity within a one-year period your account will be subject to an Inactive/Dormant Account Fee. Refer to the Fee Schedule.

HEALTH SAVINGS ACCOUNT: Dividends are subject to change and are posted at www.christianfinancialcu.org.

Compounding and Crediting: Dividends will be compounded and credited to your account every quarter. For this account type, the dividend period is quarterly. For example, the beginning date of a dividend period is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for example is March 31. If you close your account before dividends are paid, you will not receive the accrued dividend.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: There is no minimum balance required to open this account.

Accrual of Dividends: Dividends will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks) to your account.

Transaction Limitations: You may not make transfers to another Credit Union account of yours or to a third party by means of preauthorized or automatic transfer, telephone transfer, or a similar order to a third party from your HSA. Additional deposits to this account are allowed, but not to exceed the maximum allowed by law. The Federal Government and all IRS Rules regulate HSA's. You will receive a complete disclosure at the time of opening your Health Savings Account.

# **CERTIFICATE OF DEPOSIT ACCOUNTS (CDs)**

The interest rates earned on certificates of deposit are predetermined and may change daily. The rate you may earn on a certificate of deposit is contractually set for the term of your certificate. Our current daily offering rates on certificates are available by contacting us by phone, on our website, or through inquiry at any of our branch locations.

Once you purchase a certificate, your interest rate will not be changed or recalculated during the term of the certificate unless otherwise noted. The Annual Percentage Yield (APY) assumes that interest earned will remain on deposit until maturity. Earnings will be reduced if you have interest deposited in another account, or receive a check for monthly interest earnings. The stated Annual Percentage Yield (APY) will be affected if withdrawals are made prior to maturity as calculation assumes funds are on deposit until maturity. Early withdrawal of any Certificate of Deposit will be assessed an early withdrawal penalty as stated in Early Withdrawal Penalty. There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty.

Renewal Policy: This account type will automatically renew at maturity and will renew at the current interest rate in effect at the date of maturity for the previous certificate. You will receive notification 20 days prior to your maturity. You will have seven calendar days after the maturity date to withdraw the funds without an early withdrawal penalty. Interest will not be earned during the grace period on funds withdrawn during the grace period. If you choose not to renew the certificate and the funds are transferred to another savings account at the Credit Union, interest will be paid from the date of maturity of the certificate at the current interest rate for the savings account in which the funds were deposited.

#### 6-MONTH CERTIFICATE OF DEPOSIT:

Compounding and Crediting: Interest on the 6-month Certificate of Deposit will be compounded and credited quarterly. Interest earned can be received as follows:

- a. Deposit to another Christian Financial share account
- b. Rolled into your certificate

Balance Computation Method: Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: The minimum balance required to open a 6-month Certificate of Deposit is \$500.00.

Accrual of Interest: Interest will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks) to your account.

Account Restrictions: Additional deposits, prior to maturity, other than the interest posted, are not allowed. Other than the payment of interest as described in Compounding and Crediting, you may not withdraw from this account prior to maturity.

Early Withdrawal Penalties: Penalty for early withdrawal on a 6-month certificate will be the lesser of forfeiture of interest earned or 90 days of interest on your deposit. If the interest available at the time of early withdrawal is not sufficient to cover the applicable penalty, the Credit Union may deduct from the principal amount to cover the penalty. There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty.

# 12-, 18-, 24-, 36-, 48-, AND 60-MONTH CERTIFICATE OF DEPOSIT:

Compounding and Crediting: Interest on the 12-, 18-, 24-, 36-, 48-, and 60-Month Certificates will be compounded and credited monthly. Interest earned can be received as follows:

- a. Deposit to another Christian Financial share account
- b. Rolled into your certificate

Balance Computation Method: Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: The minimum balance required to open a 12-,18-, 24-, 36-, 48-, or 60-month Certificate of Deposit is \$500.00, with the exception of the 12 Month Youth Certificate of Deposit, which has a minimum balance of \$250.00.

Accrual of Interest: Interest will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks) to your account.

Account Restrictions: With the exception of Super Saver Certificates, additional deposits to these accounts, other than the payment of interest as described in Compounding and Crediting are not allowed prior to maturity. Other than the payment of interest as described in Compounding and Crediting, you may not withdraw from this account prior to maturity. There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty.

Early Withdrawal Penalties: The penalty for early withdrawal on the one-year certificate will equal 90 days of interest on your deposit. The penalty for early withdrawal on the 18-month, two, three and four year certificate will be 180 days interest on your deposit. The penalty for early withdrawal on the five-year certificate will be equal to one (1) year interest on your deposit. If the early withdrawal reduces the principal below the minimum balance required to open this account, the certificate will be canceled. If the interest available at the time of early withdrawal is not sufficient to cover the applicable penalty, the Credit Union may deduct from the principal amount to cover the penalty.

SUPER SAVER CERTIFICATE OF DEPOSIT: If you purchase a Super Saver Certificate of Deposit, you may make additional deposits into that certificate throughout its term. The initial deposit and all subsequent deposits mature 12 months after the date the initial deposit is made.

Compounding and Crediting: Interest on the Super Saver Certificates will be compounded and credited monthly. Interest earned can be received as follows:

- a. Deposit to another Christian Financial share account
- b. Rolled into your certificate

Minimum Balance Requirements: The minimum balance to open a 12-month Super Saver Certificate is \$500.00. After the initial deposit, all deposits into the Super Saver Certificate must be at least \$50.

Balance Computation Method: Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest: Interest will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks) to your account.

Account Restrictions: Other than the payment of interest as described in Compounding and Crediting, you may not withdraw from this account prior to maturity. There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. There is a limit of two (2) Super Saver Certificates allowed open per member's SSN at the same time.

Transaction Limitations: Additional deposits are allowed during the term of this certificate with a minimum deposit of \$50.00 or more. During the 12-month term of your certificate, the total additional deposits allowed may not exceed \$100,000.00.

Early Withdrawal Penalties: The penalty for early withdrawal on the Super Saver Certificate will be 90 days interest on your deposit. If the early withdrawal reduces the principal below the minimum balance required to open this account, the certificate will be canceled. If the interest available at the time of early withdrawal is not sufficient to cover the applicable penalty, the Credit Union may deduct from the principal amount to cover the penalty.

## 12-MONTH YOUTH CERTIFICATE OF DEPOSIT:

Compounding and Crediting: Interest on the 12-Month Youth Certificate of Deposit will be compounded and credited monthly. Interest earned can be received as follows:

- a. Deposit to another Christian Financial share account
- b. Rolled into your certificate

Balance Computation Method: Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: The minimum balance required to open a 12-month Youth Certificate of Deposit is \$250.00.

Accrual of Interest: Interest will begin to accrue on the business day you deposit cash and non-cash items (e.g., checks) to your account.

Account Restrictions: This certificate of deposit is for minors 0-17 years of age. Additional deposits to these accounts, other than the payment of interest as described in Compounding and Crediting are not allowed prior to maturity. Other than the payment of interest as described in Compounding and Crediting, you may not withdraw from this account prior to maturity. There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty.

Early Withdrawal Penalties: The penalty for early withdrawal on the 12-Month Youth Certificate of Deposit will equal 90 days of interest on your deposit. If the early withdrawal reduces the principal below the minimum balance required to open this account, the certificate will be canceled. If the interest available at the time of early withdrawal is not sufficient to cover the applicable penalty, the Credit Union may deduct from the principal amount to cover the penalty.

Renewal Policy: For minors 0-17 years of age, this account type will automatically renew at maturity and will renew at the current interest rate in effect at the date of maturity for the previous certificate. You will receive notification 20 days prior to your maturity. You will have seven calendar days after the maturity date to withdraw the funds without an early withdrawal penalty. Interest will not be earned during the grace period on funds withdrawn during the grace period. If you choose not to renew the certificate and the funds are transferred to another savings account at the Credit Union, interest will be paid from the date of maturity of the certificate at the current interest rate for the savings account in which the funds were deposited. Upon the first maturity after the account owner reaches 18 years of age, the account will be converted to our standard 12-month certificate, which requires a minimum balance of \$500.00. All ownership rights will remain in effect and your account number will remain the same. If your balance at the time of this maturity is less than \$500.00, the funds will be transferred to your primary savings or checking account. If you do not have a primary savings or checking account, a check will be mailed to your address on record.

**IRA CERTIFICATE OF DEPOSIT:** The interest rates to be earned on IRA certificates are predetermined and may change daily. The rate you may earn on an IRA certificate of deposit is contractually set for the term of your certificate. Our current daily offering rates on IRA certificates are available by contacting us by phone, on our website, or through inquiry at any of our branch locations. Once you purchase an IRA certificate, your interest rate will not be changed or recalculated during the term of the certificate. The Annual Percentage Yield (APY) assumes that interest earned will remain on deposit until maturity. Earnings will be reduced if you have interest deposited in another account.

Compounding and Crediting: Interest on the 12-, 18-, 24-, 36-, 48-, and 60-Month IRA Certificates will be compounded and credited monthly. Interest earned can be received as follows:

- a. Deposit to another Christian Financial share account
- b. Rolled into your certificate

Balance Computation Method: Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Minimum Balance Requirements: The minimum balance required to open a 12-, 18-, 24-, 36-, 48-, or 60-month IRA Certificate of Deposit is \$500.00.

Accrual of Interest: Interest will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account.

Account Restrictions: Additional deposits, prior to maturity, other than the interest posted, are not allowed. When eligible, you can withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest anytime during the term of crediting and after they are credited to your account. Refer to your IRA disclosure provided to you at the time of opening your IRA for IRS restrictions that may pertain to your IRA account.

Early Withdrawal Penalties: The penalty for early withdrawal on the one year IRA certificate will be 90 days interest on your deposit. The penalty for early withdrawal on the 18-month, two, three and four year IRA certificate will be 180 days interest on your deposit. The penalty for early withdrawal on the five year IRA certificate will be equal to one (1) year interest on your deposit.

If the interest available at the time of early withdrawal is not sufficient to cover the applicable penalty, the Credit Union may deduct from the principal amount to cover the penalty. Except in the case of Required Mandatory Distributions, if the early withdrawal reduces the principal below the minimum balance required to open this account, the certificate will be canceled. There are certain circumstances, such as the death, incompetence of an owner or RMD, where we may waive or reduce this penalty. These restrictions are based on distribution eligibility as set by federal regulation.

Renewal Policy: This account will automatically renew at maturity and will renew at the current interest rate in effect at the date of maturity for the same term and condition as the previous certificate. You will receive notification 20 days prior to your maturity. You will have 7 calendar days after the maturity date to withdraw the funds withdrawal penalty. Interest will not be earned during the grace period on funds withdrawn during the grace period. If you choose not to renew the certificate and the funds are transferred to another savings account at the Credit Union, interest will be paid from the date of maturity of the certificate at the current interest rate for the savings account in which the funds were deposited. For all Individual Retirement Accounts, a separate disclosure will be given at the time of opening.

SAVE TO WIN CERTIFICATES: If you purchase a Save to Win Certificate, you may make additional deposits into that certificate throughout its term. The initial deposit and all subsequent deposits mature as of January 1 of the following year after the date the initial deposit is made. Each member is limited to one Save to Win Certificate.

Rate Information: The Annual Percentage Yield is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. For all accounts, the Interest Rate and Annual Percentage Yield are fixed and will be in effect for the initial term of the accounts. For accounts subject to Interest compounding the Annual Percentage Yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

Compounding and Crediting: Interest on the Save to Win Certificate will be compounded and credited at maturity of the certificate.

Minimum Balance Requirements: The minimum balance to open the certificate is \$25 and you must maintain a member share account with a minimum balance of \$5.00.

Balance Computation Method: Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest: Interest will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.

Early Withdrawal & Penalty: During the term of the Save to Win Certificate, you will be allowed to make a maximum of one (1) withdrawal from the account, with a penalty to be assessed at the time of withdrawal. The penalty for an early withdrawal is \$25.00. If the early withdrawal reduces the principal below the minimum balance required to open this account, the certificate will be canceled. The Credit Union will deduct from the principal amount to cover the penalty. More than one (1) withdrawal during the term of the certificate will result in the disqualification of your Save to Win Certificate from consideration for subsequent prizes and your forfeiture of any and all entries for monthly and quarterly prizes and will result in the closure of the Save to Win Certificate Account.

Exceptions to Early Withdrawal Penalties: At our option, we may pay the account before maturity without imposing an early withdrawal penalty when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

Transaction Limitations: Additional deposits are allowed during the term of this certificate. Each \$25 addition during a monthly period will entitle certificate owner to one entry into a savings raffle. The Savings Promotion Raffle begins on January 1, of each year and ends December 31, of each year, however certificates will mature the January 1 following the account opening. Official account and prize entry rules can be found online at www.savetowin.org and provided upon opening certificate.

You must make a deposit at least once every three (3) months throughout the term of your certificate or your certificate may be subject to closure due to inactivity and the funds in your Save To Win Certificate will be transferred to your Classic Savings Account.

Renewal Policy: This account type will automatically renew on January 1 of the following year after the initial deposit is made providing your Save to Win Certificate has had activity within the last three (3) months of the renewal date. The certificate will renew as a Save to Win certificate, with the APY being what is stated as our current Save to Win certificate rate. If you choose not to renew the certificate, the funds will be transferred to your Classic Savings Account at the Credit Union. You will receive a notice from the Credit Union 20 days prior to your certificate's maturity. You will

have a seven (7) day grace period after maturity to withdraw funds without being charged an early withdrawal penalty. To avoid a withdrawal penalty, all withdrawals must be made on the maturity date.

Please see supplemental rate sheet & fee schedule, visit www.christianfinancialcu.org, or call (586) 772-6330 to obtain current rate and fee information.