



# MEMBERSHIP

## DISCLOSURE BOOKLET



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Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

**NCUA**

National Credit Union Administration, a U.S. Government Agency



## **I. MEMBERSHIP AND ACCOUNT AGREEMENT**

This is the Agreement ("Agreement") between you (the member) and CORNERSTONE COMMUNITY FINANCIAL CREDIT UNION ("Credit Union"), a Credit Union whose principal place of business is located at 2955 University Drive, Auburn Hills, MI 48326, regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

This Agreement is designed to both serve consumers and to allow certain businesses and other entities as more fully described below to join the Credit Union and to obtain various financial products and services offered by the Credit Union. For purposes of this Agreement, a sole proprietorship is regarded as a "business" even though it is one and the same as its owner as opposed to being a distinct entity. You should retain a copy of the Agreement and feel free to call the Credit Union if you have any questions. By signing the appropriate Membership Card, you agree to be bound by, and acknowledge receipt of, this Agreement, along with certain disclosures required under the Truth-In-Savings Act and various other laws, as well as disclosures required under the regulations related to those laws. The words "you" and "your" mean you as a member and any joint owners on the accounts covered by this Agreement. The words "we," "our," "us," and "Credit Union" mean Cornerstone Community Financial Credit Union.

### **U.S.A. PATRIOT ACT NOTICE**

Important Information about Procedures for Opening a New Account

**Consumer Accounts:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open a new account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Business and Other Entity Accounts:** To help the government fight the financing of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account for a business, we will ask for the name of the business and other information that will allow us to identify its existence. We may also ask for personal information about you, the owners of the business, or any person designated as a signatory upon the account by resolution. The information we request for individuals may include name, address, date of birth, social security number, and other information that will allow us to identify those persons. We may also ask to see a driver's license or other identifying documents.

### **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.

## **MEMBERSHIP**

Membership in Cornerstone Community Financial Credit Union is open to any person qualifying under the Credit Union's Bylaws.

**Becoming a Member.** If you are a natural person, to become a member of the Credit Union, you must complete the appropriate Membership Card and open a Regular Share Account. The basic share deposit that you must always keep in your Regular Share Account to retain membership is \$1.00, the par value of one share.

If you are a business or other entity, the following additional requirements apply:

**General.** If your business is a sole proprietorship, you may open an account for it and maintain the account as long as you are a member of the Credit Union. A business or other entity that is not a natural person is eligible for membership in the Credit Union if on its own it qualifies for membership or if its shareholders, partners, owners, or members are composed primarily of persons who are within the field of membership of this Credit Union.

**Documentation.** No organization, incorporated or otherwise, shall be eligible for membership in the Credit Union without substantiating its legal existence, to the reasonable satisfaction of the Credit Union, by providing such documentation as the Credit Union may, from time to time, require, and such Resolutions as may be required by the Credit Union. We reserve the right to require that you provide, and you agree to provide, any such documentation at any time. The Credit Union reserves the right to refuse membership to an organization when such organization is not properly registered with the State of Michigan or Ohio. All accounts will be governed by Michigan law, except as otherwise specifically set forth herein.

While the individuals who comprise an organization, incorporated or otherwise, shall not be joint owners on an account created for the organization, each of the individuals signing the Business Membership Card/Resolution as a Guarantor personally guarantees any obligation created by the organization owing to the Credit Union.

In addition to a Business Share Account, the Credit Union will make various types of financial products and services available to businesses and other organizations. These products and services are subject to change at any time, and you may not be eligible for all products and services offered by the Credit Union.

You understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Resolutions or other authorizing document on file at the Credit Union, and the organization and all persons who make any representation to the Credit Union concerning the Resolutions or other such document forever indemnify and hold the credit union harmless for distributions made in good faith pursuant to those Resolutions or other document. You further agree that it is your responsibility to notify the Credit Union when the terms of those Resolutions or other document have been revoked, rescinded, revised, or in any way modified.

**Becoming a Member.** For an organization to become a member of the Credit Union, you (the organization) must complete a Business Membership Card/Resolution which is incorporated into this Agreement by reference, and open a Business Share Account. The basic share deposit that you must always keep in your Business Share Account is \$1.00.

**Use of Account.** You agree that if the Membership Card used to enter into this Agreement was any form other than our "Business Membership Card/Resolution," any accounts opened under this Agreement shall be for consumer, family, and household use only. If the Membership Card used to enter into this Agreement was our "Business Membership Card/Resolution," you agree that any account established pursuant to this Agreement must be used solely for business purposes, and you agree that this account will not be used for personal, family, or household purposes. If we determine that any account established under this Agreement has been used in a manner inconsistent with this provision of the Agreement, we may restrict activities on any such accounts or close them. You agree to hold the Credit Union harmless from all damages, including incidental and consequential damages suffered by you as

a result of your breach of this provision of the Agreement.

## **GENERAL PROVISIONS FOR SHARE ACCOUNTS**

**Deposits.** Except as otherwise set forth in this Agreement, after you have established your Regular Share Account, you may make additional deposits into that account or establish additional share accounts and other types of accounts as described below, at any time and in any amount. We may establish minimum amounts for deposits in your share accounts or other accounts. Your Regular Share Account and your other share accounts will be referred to singularly in this Agreement as "Share Account" and collectively as "Share Accounts," as applicable. Additional Share Accounts can be established by completing an Account Change Card.

You can make deposits in person or by mail. At the present time, you can arrange to have one or more of the following deposits made directly by the payer to your Share Accounts: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have a Cornerstone-issued Debit Card, without account restrictions, you can also make a deposit through automated teller machines (ATMs or VTMs) equipped to accept deposits. You can also use our telephone banking service (Phone Access 24) or our online and mobile banking services to transfer funds from one account to another.

**Withdrawing Money from Your Share Accounts.** Except as otherwise set forth in this Agreement, as long as you have money in your account, and subject to any applicable state or federal laws and regulations and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. You may not withdraw money from any share account that has been established by the Credit Union for the purpose of administering tax and insurance escrow arrangements in connection with a mortgage; when the mortgage is paid in full any remaining balance in such an account will be automatically transferred to your Regular Share Account unless you make other arrangements with us.

**Additional Provisions Affecting Share Accounts.** Additional provisions of this Agreement applicable to the various types of Share Accounts are set forth below and in the Credit Union's Truth-in-Savings Disclosure and in the Credit Union's Rate Schedule and Service Charges.

## **SHARE DRAFT (CHECKING) ACCOUNTS**

**Deposits.** A Share Draft (Checking) Account is established by you designating the appropriate option on the appropriate Membership Card or, if it is established after your Regular Share Account is opened, by completing an Account Change Card. You must maintain a basic Regular Share of \$1.00 on deposit in your Regular Share Account to retain a Share Draft Account. Except as otherwise specified in this Agreement, Share Draft Accounts do not earn dividends or interest. For purposes of this Agreement, these accounts will be referred to herein as "Checking Accounts" and share drafts and checks drawn on the account will be referred to simply as "checks."

**General Checking Terms.** In addition to the other terms set forth in this Agreement it is agreed that:

- You must order your first book of checks from the Credit Union. Subsequent checks may be ordered from an alternate provider. If checks are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such checks in an automated fashion arise.
- When you order checks through the Credit Union, the Credit Union will charge your account for the cost of those checks, which will vary depending on the style ordered. You may select checks from the current styles available.
- All non-cash payments received in this account will be credited subject to final payment.
- For a Business Checking Account, the front side of all checks drawn on the account shall at a minimum contain the legal or "doing business as" (DBA) name of the business or other entity.
- The Credit Union is under no obligation to pay a check that exceeds the balance in the account; however, the Credit Union may pay such a check in accordance with the overdraft provisions below.
- The Credit Union is under no obligation to pay a check that is over six (6) months old but may at its option pay such a check without notice to you.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.
- Any electronic debit initiated by a third party against this account is deemed authorized for business

or other entity accounts by any signatory if the signatory voluntarily gives the third-party information about the account and the Credit Union's routing number other than through physical delivery of a fully completed check.

- Any electronic debit initiated by a third party against this account is deemed authorized for consumer accounts by an owner if the owner voluntarily gives the third-party information about the account and the Credit Union's routing number other than through physical delivery of a fully completed check.
- You may use information from your check to initiate a one-time electronic fund transfer from your account. If you pay for something with a check you authorize your check to be converted to an electronic fund transfer. You also authorize merchants to electronically debit your account for returned check fees.
- The Credit Union reserves the right to pay items drawn against the account in any order.
- All checks drawn on your Checking Account may be returned by us unpaid for any reason that checks are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.
- The use of the Checking Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

**Direct Presentment of Check by Non-Member.** If anyone presents a check drawn on your account for payment, we have the right to require such a presenter to identify him/herself to the credit union's reasonable satisfaction. If the person presenting the check is an agent for the payee rather than the actual payee, we also may require proof of the agency authority. We also reserve the right to take the time allowed by law before we inform the presenter of whether the item will be paid. If the payee of the check is someone other than (i) an account holder with the credit union, (ii) a financial institution or financial institution clearing house, or (iii) a governmental unit or entity, we also reserve the right to charge the presenter a direct presentment fee. The presenter will be informed of the fee prior to the credit union accepting the item. If the presenter refuses to pay the fee, you agree that you will not bring a wrongful dishonor claim against the credit union based on the presenter's choice to pursue dishonor remedies rather than paying the fee. If you request us to do so in writing, we will charge the fee involved against your account rather than charging it to the presenter.

**Funds Availability.** Funds from deposits you make into your Checking Account may not always be immediately available for withdrawal. Information about our funds availability policy is provided to you in the "Funds Availability" disclosure included further below in this Agreement.

**Overdrafts.** The Credit Union is under no obligation, unless it has contracted to the contrary, to pay a check or other transaction you have written or authorized if it would result in this Checking Account being overdrawn. However, the Credit Union may pay such a transaction and charge the amount of the resulting overdraft plus any applicable service charge against your Regular Share Account or any of your other accounts. For ATM and one-time debit card transactions, you must opt-in for the payment of transactions that would result in this Checking Account being overdrawn. If you do not opt-in and the Credit Union pays the transaction, the Credit Union will not assess a fee for overdrawing the account. Subject to applicable law, the Credit Union may pay checks or other transactions drawn upon your Checking Account (including those payable to the Credit Union or on which the Credit Union may be liable) in any order determined by the Credit Union, even if paying a particular check or other transaction results in an insufficient balance in your Checking Account to pay one or more other transactions that otherwise could have been paid out of your Checking Account.

The Credit Union has the option of honoring an overdraft transaction or dishonoring it to avoid the creation of an overdraft. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. The Credit Union is not required to send prior notice of transactions returned because they would, if paid, overdraw the account. The amount by which your account is overdrawn is due and payable to the Credit Union upon our demand, and you agree to pay the full amount of it to us, together with any applicable Service Charges. You also authorize us, in such a case, to apply from any other shares or deposits you may have in the Credit Union (except for an Individual Retirement Accounts or other account permitting tax deferrals or providing other tax benefits under state or federal law) any amount necessary to pay such overdrawn amount and service charges.

If this is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any overdraft and service



charges, regardless of which of the parties writes the check or authorizes the transaction that creates an overdraft.

If the Credit Union has contractually agreed to provide you with overdraft protection, such as through a share transfer agreement, it will pay overdrafts in accordance with the terms of the applicable agreement(s) when sufficient funds are available through such agreements to pay the overdrafts.

When determining whether a check or other transaction drawn on your Checking Account is a non-sufficient funds transaction, both for the purpose of determining whether and how to honor the transaction and whether a fee related to it being an overdraft may be charged, the Credit Union will use the "Available Balance" for your Checking Account at the time the transaction is authorized, or in the event no authorization is obtained, at the time the transaction is presented for payment, or in the event the transaction needs to be force posted, at the time of the posting.

The Available Balance is the balance shown on our books ("Ledger Balance") reduced by (i) the amount of any holds in place with respect to deposited checks or other items, (ii) the amount in the account that is subject to any preauthorization requests related to the account that have been accepted by the Credit Union, (iii) amounts in the account that are subject to holds based on court, tax agency, or other governmental proceedings, and (iv) amounts that we believe are subject to a dispute over ownership or other rights. Examples of preauthorization requests are holds related to purchase transactions where the final amount is initially unknown, such as gas station purchases, restaurant charges, and hotel or car reservations, but there are other types of preauthorization requests that could affect your account as well.

Note that the use of the Available Balance for these purposes may cause a fee related to an overdraft to be charged, or a line of credit advance or transfer from another account to be made, even though your periodic statement may not reflect any time when the balance (periodic statements use Ledger Balances) would be negative.

**Truncated Checks; Statements.** Your canceled checks (the checks drawn against your account that we honor) will not be returned to you, they will become Credit Union property and be held by us ("truncated") for you. They also may be truncated earlier in the check clearing process, such as by the bank into which the payee deposits them. This may be done either pursuant to a contractual electronic presentment process or under a federal law commonly referred to as "Check 21."

Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the check. Any objection respecting any transaction shown on a periodic statement is waived unless made in writing to the Credit Union within sixty (60) days after the statement is mailed. A copy of any check will be available to you as required by law. There may be a small fee to obtain a copy of a check (see Service Charges). When a copy of a check is requested, the Credit Union may provide it to you in the form of a "substitute check" as prescribed in the "Check 21" law. Upon issuance, the Credit Union will provide you with a disclosure regarding your rights regarding substitute checks and how you may make a claim for a refund for losses related to a substitute check.

## **STOP PAYMENTS**

**Stop Payment Order Request.** You may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed within 14 days, and describe the account and check number and the exact amount. The stop payment order will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and the order states the number of the account, number of the check, and its exact amount.

You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the

check, and to assist us in any legal action.

**Duration of Order.** A stop payment order is effective for six (6) months and may be renewed in writing from time to time. We have no obligation to notify you when a stop payment order expires.

**Liability.** Fees for stop payment orders are set forth on the Service Charges. You generally may NOT stop payment on any certified check, teller's check, or any other check or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to (i) our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser or (ii) our failing to stop payment of an item as a result of incorrect information provided by you.

**Check Legends.** We will not be responsible for, and you hereby waive any losses or costs you incur as a result of, the payment by us of any check that contains any extraneous legends, for example, "void after 60 days," unless we agree otherwise.

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

**Payment of Checks After Death.** The Credit Union may, after the date of your death, pay checks drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

## **MONEY MARKET ACCOUNTS**

**Establishing Account.** A Money Market Account may be established by you designating the appropriate option on the Membership Card and making a deposit, or if it is established after your Regular Share Account is opened, by completing an Account Change Card.

**Deposits.** After you have established your Money Market Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this Account from time to time.

**Withdrawing Money from your Money Market Account.** Withdrawals are subject to service charges as provided in our published list Service Charges.

Refer to the Truth in Savings Disclosure for additional account information.

## **CORE YOUNG ADULT HIGH YIELD SAVINGS ACCOUNT**

**Establishing Account.** A Core Young Adult High Yield Savings Account may be established by you, if you are between 18-24 years of age by designating the appropriate option on the Membership Card and making a deposit, or if it is established after your Regular Share Account is opened, by completing an Account Change Card.

**Deposits.** After you have established your Core Young Adult High Yield Savings Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this Account from time to time.

**Withdrawing Money from your Core Young Adult High Yield Savings Account.** Withdrawals are subject to service charges as provided in our published list Service Charges.

Refer to the Truth in Savings Disclosure for additional account information.

## **CORE YOUTH HIGH YIELD SAVINGS ACCOUNT**

**Establishing Account.** A Core Youth High Yield Savings Account may be established by or for you, if you are under the age of 18 by designating the appropriate option on the Membership Card and making a deposit, or if it is established after your Regular Share Account is opened, by completing an Account Change Card.

**Deposits.** After you have established your Core Youth High Yield Savings Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this Account from time to time.

**Withdrawing Money from Core Youth High Yield Savings Account.** Withdrawals are subject to service charges as provided in our published list Service Charges.

Refer to the Truth in Savings Disclosure for additional account information.

## **RAINY DAY ACCOUNTS**

**Establishing Account.** A Rainy Day Account may be established by you designating the appropriate option on the Membership Card and making a deposit, or if it is established after your Regular Share Account is opened, by completing an Account Change Card.

**Deposits.** After you have established your Rainy Day Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this Account from time to time.

**Withdrawing Money from Your Rainy Day Account.** Withdrawals are subject to service charges as provided in our published list Service Charges.

Refer to the Truth in Savings Disclosure for additional account information.

## **ROUND-UP REWARDS ACCOUNTS**

**Establishing Account.** A Round-Up Rewards Account may be established by you designating the appropriate option on the Membership Card and making a deposit, or if it is established after your Regular Share Account is opened, by completing an Account Change Card.

**Deposits.** Deposits other than the daily Round-Up Rewards transfer and quarterly match are not permitted on this Share Account.

**Withdrawing Money from Your Round-Up Rewards Account.** Withdrawals are subject to service charges as provided in our published list Service Charges.

Refer to the Truth in Savings Disclosure for additional account information.

## **HOLIDAY SHARE ACCOUNTS**

**Establishing Account.** A Holiday Share Account may be established by you designating the appropriate option on the Membership Card and making a deposit, or if it is established after your Regular Share Account is opened, by completing an Account Change Card.

**Deposits.** After you have established your Holiday Share Account, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in this Account from time to time.

**Withdrawing Money from Your Money Market Account.** Holiday Share Accounts begin October 16 and end October 15 of the following year. A \$15 penalty fee is assessed for each withdrawal of funds before October 15. Account funds automatically deposit to regular share or checking account upon maturity (October 15). Account automatically renews each year. Additional fees may apply to withdrawals as provided in our Services Charges.

Refer to the Truth in Savings Disclosure for additional account information.

## **CERTIFICATE ACCOUNTS**

**Establishing Account.** A member may establish a Certificate Account and/or a Long-Term Certificate Account (we will refer to these as "Certificates") by signing appropriate documentation and making the required minimum deposit. Refer to the Truth in Savings Disclosure for additional account information.

## **INDIVIDUAL RETIREMENT ACCOUNT**

**Establishing Account.** An Individual Retirement Account (IRA) may be established by a member completing a separate IRA application form and making a contribution of \$10.00 or more. These accounts are a special type of share account and may provide tax benefits to the account owner. An IRA may be established as a Certificate Account in which event the provisions of this Agreement dealing with Certificate Accounts will apply unless superseded by the provisions of any Agreements specifically applicable to IRAs. Only the individual designated as the Member on the Membership Card used for consumer accounts may be an owner of an IRA. This Account cannot have joint owners.

**Minimum Balance Requirements; Deposits.** An initial deposit of at least \$10.00 is required to open an IRA Share. An initial deposit of at least \$500.00 is required to open an IRA Certificate. Deposits may be subject to federal law limitations.

**Withdrawing Money from Your IRA.** Currently the only approved methods are an in-office transaction or a written request (such as by mail) meeting the credit union's requirements. Withdrawals from this account will reduce earnings. If you seek to make a withdrawal that will reduce your account balance below the required minimum balance, we require you to withdraw the full amount in the IRA account and close the IRA account. Withdrawal fees may apply as provided in our Service Charges. Refer to the Truth in Savings Disclosure for additional account information.

## **FIDUCIARY ACCOUNTS**

### **A. Accounts for Trusts**

1. Generally. Individuals can open a separate membership account for a Revocable Living Trust.
2. Retitling. An account owned by one (1) or more individuals may be titled or retitled in the name of a trust and not in the name of the individuals if all of the following are met:
  - a. The trust is eligible for membership in the Credit Union.
  - b. Each owner consents, in writing, to titling or retitling the account in the name of the trust.
  - c. Any beneficiaries listed on the account are removed as beneficiaries by the owners.
  - d. The account is not an account that provides tax deferrals or any other tax benefit under state or federal law.
  - e. Outstanding loans have been fully paid and closed.
  - f. The Credit Union agrees to do so.
3. Membership status of individuals when retitled. If an account is retitled in the name of a trust, the membership of any individual(s) who had owned all or an interest in the account is terminated unless he or she is a member based on ownership of another account, or he or she qualifies for, applies for, and is accepted into membership.
4. Products and Services. The following types of financial products and services will be available to trusts:
  - a. Share Accounts
  - b. Checking Accounts (except where co-fiduciaries exist)
  - c. Certificate Accounts

To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as described elsewhere in this Agreement, govern accounts established for trusts.

5. Documentation. In order to open an account for a trust, a trustee must provide such documentation

as is required by the Credit Union with regard to the trust, including, but not necessarily limited to, the trust document itself and/or a Certificate of Trust prepared by the attorney who drafted the trust and/or a Certificate of Trust Existence and Authority. The Credit Union reserves the right to refuse membership to a trust when it is not drafted in accordance with and governed by the laws of the State of Michigan or for any other reason in its sole discretion.

6. **Distribution of Accounts.** If an account is opened for a trust, the trust is the party with which the Credit Union is contracting, and the trust agrees that the Credit Union may distribute funds pursuant to the terms of the most recently dated trust agreement or Certificate of Trust on file at the Credit Union, and the trust, forever indemnifies and holds the Credit Union harmless for distributions made pursuant to that trust made in good faith reliance on that trust agreement or Certificate of Trust. The trust further agrees that it is the responsibility of the trust (through its trustee) and the settlor of the trust to notify the Credit Union when a trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

7. **Withdrawals.** All sums paid to the Credit Union on deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. Such demand must be made by the trustee(s) as indicated on the Membership Card for Revocable Trust Accounts. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, but we reserve the right to deny any withdrawal request. Only methods approved by the Credit Union may be used to make account withdrawals.

8. **Representations of Trustee(s).** Any trustee for a trust who signs a Membership Card for Revocable Trust Accounts represents the following: (i) the trust is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named trustee(s) has qualified, is acting as trustee(s), and is authorized to open this account; (iii) the trustee(s) is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell share certificates, and accomplish any or all other banking transactions; (iv) the trust agreement contains a hold harmless provision for any third party dealing with the trust or any trustee and that such provision applies to the Credit Union; (v) trustee(s) will send written notice of any change in trustee(s), of any amendment or modification of the trust which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the trust's revocability, the powers of the trustee(s), or any other representations made to the Credit Union; and (vi) any one trustee has the power to authorize withdrawals or transfers from authorized accounts, or authorize new accounts or services. The Credit Union may rely on these representations and any instructions by the trustee(s) and act in accordance therewith in any respect affecting the account before or after termination of the trust, unless and until it receives a written notice of changes to the trust, with notice of changes in trustee(s), or written notice of any events affecting the trustee(s) powers described above or in any documents required by the Credit Union.

9. **Acknowledgement of Fiduciary Responsibility.** Any trustee for a trust who signs a Membership Card for Revocable Trust Accounts acknowledges and understands the trustee's legal obligations as a fiduciary and as more fully set forth in the Michigan Estates and Protected Individuals Code. Such trustee further agrees to conduct all business with the Credit Union on behalf of the trust in accordance with state and federal laws as well as orders from any court of competent jurisdiction.

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

B. **Custodial Account under the Michigan Uniform Transfers to Minors Act (UTMA)**

1. Generally. Members who maintain a \$1.00 membership savings in their Regular Share Accounts in the Credit Union can open a separate membership account as a custodian for a minor under the Michigan Uniform Transfers to Minors Act ("Michigan UTMA") or under the Ohio Transfers to Minors Act ("Ohio UTMA"), provided the custodian is a member of the Credit Union in his or her own right and the minor is eligible for membership in the Credit Union. The Membership and Account Agreement that shall apply to the account is that of the minor, not that of the custodian. As a custodian for a minor opening an account under the Michigan or Ohio UTMA, any custodian signing a Membership Card for Accounts Opened by Fiduciaries for a minor understands and agrees that the authority of the custodian shall cease, and the minor shall receive full control of the account when the minor reaches the age of majority. The custodian understands that funds in this account may not be pledged as security for any purpose. Custodians may, at the time the account is opened, extend the time for disbursement to the minor from age 18 to age 21, but no further.

2. Products and Services. The following types of financial products and services will be available to custodial accounts under the Michigan and/or Ohio UTMA: Share Accounts and Certificate Accounts. To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as elsewhere in this Agreement, govern accounts established for minors under the Michigan and/or Ohio UTMA.

3. Deposits. The custodian has transferred funds into this account for the benefit of the named minor. Any funds deposited into the account by the custodian or other persons authorized to make deposits shall be conclusively presumed to be property of the minor at the time of deposit.

4. Withdrawals. All sums paid to the Credit Union as withdrawals from UTMA accounts (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand by the named minor on or after he or she reaches the age of majority (18, 19, 20, or 21) specified on the Membership Card for Accounts Opened by Fiduciaries. Any withdrawal demands made prior to that time by any party will be paid in the form of a check made payable to the custodian for the benefit of the named minor. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by court order. We reserve the right to refuse any withdrawal request.

5. Indemnification. Custodian hereby holds the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and personally indemnifies them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorney's fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of the custodian in connection with the custodial account or for any distribution of assets from this account to any person or entity. This indemnification is made by the custodian, both in his or her capacity as such and individually, and shall not be limited by any other independent documentation. If a custodian provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, it may refuse to follow the instruction or order.

#### C. Account for Other Fiduciary Relationships

1. Generally. Members who maintain a minimum \$1.00 deposit in their Regular Share Accounts in the Credit Union can open a separate membership account as a fiduciary for another named person or estate if the person involved qualifies for membership or, in the case of an estate for a deceased individual, the deceased individual was a member of the Credit Union at the time of death. For example, an account can be opened by a conservator, guardian, personal representative, representative payee, etc. These accounts are referred to collectively as "Fiduciary Accounts" and the individuals or estates for whose benefit they are opened are referred to collectively as "Protected Persons." The member opening the account will be referred to as the "Fiduciary." As Fiduciary, you understand and agree that you owe the Protected Person a legal fiduciary responsibility to care for their property, including funds held on deposit in this Account, and you understand and agree that funds in this type of account may not be pledged as security for any purpose.

2. Products and Services. The following types of financial products and services will be available to Fiduciary Accounts:

- a. Share Accounts
- b. Checking Accounts (except where co-fiduciaries exist)
- c. Share Certificates

We reserve the right not to allow certain accounts to be opened as Fiduciary Accounts. To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as described elsewhere in this Agreement, govern Fiduciary Accounts.

3. Documentation. In order to open a Fiduciary Account, you agree to provide such documentation as is required by the Credit Union with regard to the fiduciary relationship, including, but not necessarily limited to, Letters of Authority naming you as Conservator, Guardian, Personal Representative, etc. The Credit Union reserves the right to refuse to open a Fiduciary Account when documentation does not derive from the authority of the laws of the State of Michigan or Social Security Rules and Regulations.

4. Distribution of Accounts. If you have opened an account for a Protected Person, an Estate, or a Social Security Beneficiary, you, as Fiduciary, understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Letters of Authority or other documentation on file at the Credit Union, and you, on behalf of the Protected Person, forever indemnify and hold the Credit Union harmless for distributions made in good faith reliance on those Letters of Authority or other documentation. You further agree that it is your responsibility to notify the Credit Union when your authority as a Fiduciary has been revoked, rescinded, revised, or in any way modified.

5. Withdrawals. All sums paid to the Credit Union on deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand made by the named Fiduciary. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by court order. We reserve the right to deny any withdrawal request. The Credit Union shall not be liable for the misappropriation of funds resulting from a withdrawal from a Fiduciary Account.

## **OTHER TERMS AND CONDITIONS**

The following paragraphs apply to all Accounts opened with the Credit Union, except as specifically modified above.

**Share Insurance.** Your savings in the Credit Union are insured up to at least \$250,000.00 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. For more information regarding share insurance, please refer to the NCUA brochure entitled "Your Insured Funds," which can be found at the Credit Union office or at [www.ncua.gov](http://www.ncua.gov). Because we are not authorized to provide legal advice, we cannot counsel you as to how to structure your accounts in order to maximize your account insurance protection.

**Cash Withdrawal Limitations.** For security reasons we may limit the amount of withdrawals that may be taken in cash from an account or by any given individual; we will establish such limits in our discretion from time to time. Please contact us if you have any questions about such limits.

**Funds Availability.** If you make a deposit into any account you have with us, that money may not be available to you right away. Refer to the Funds Availability Disclosure below for information regarding the availability of funds deposited into a Checking Account. For other accounts, the funds may not be available for a longer period of time. Ask us at the time of deposit (or any time afterward) if you need to know when funds from any given deposit will be available.

**Notice of Withdrawals.** All of your accounts are subject to the Credit Union's right to require advance notice of withdrawal, as provided by law or in the Credit Union's Bylaws.

**Fees.** Any account may be subject to service charges in accordance with the Service Charges adopted by the Credit Union from time to time. You agree to pay us service charges in connection with your accounts in accordance with the Service Charges then in effect (refer to the Service Charges for a current list of service charges). We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any service charges owed from any of your



accounts, except that no service charge may be deducted from an IRA unless the service charge relates to the IRA. We reserve the right to waive any service charges in our sole discretion. Service charges may reduce earnings on any of your accounts.

**Return of Deposits/Closed Accounts.** The amount needed to purchase a share in the credit union is \$1.00. If your primary share account remains below \$1.00 for more than thirty (30) days, we may consider that a voluntary withdrawal of your membership. We may, at any time, at our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you and we may also restrict the services available if we choose to leave an account open. However, we may not terminate your membership in the Credit Union without satisfying the requirements of applicable law. If we close an account, we will notify you and send you a check for any balance in that account after deducting all applicable charges.

We may, at our discretion, exercise our right of setoff with regard to such amounts if we have such a right with regard to the account. Any withdrawal that reduces the amount in an account to zero (other than a Checking Account) may automatically close that account. We are not liable for any check, withdrawal or other payment order after an account is closed. Any checks or other payment orders presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

**Final Credit for Deposits.** All deposits are subject to proof and verification. If you deposit a check, draft, or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal law and regulations. If there are special service charges for collecting your deposit, you promise to pay them (see Service Charges for a list of service charges). We may deduct them directly from the account into which the deposit was made. If we feel there is a reason, we may refuse, limit, or return any deposit. We have the right to refuse to accept any deposit. We specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement; however, we generally will not refuse to accept such a deposit if all of the endorsers are original payees on the check and all are owners of the account into which the deposit is being made.

We reserve the right not to pay interest or dividends on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest or dividends on the amount of any deposited item that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest or dividends). Any item presented to the Credit Union that is payable to a business or other entity or to a trust must be deposited into one of your accounts in full and we may, at our discretion, impose this requirement on other account holders. If you wish to obtain cash, you may always do so as a separate transaction under our usual terms and conditions for cash withdrawals.

**Form of Negotiable Instruments.** All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement.

**Endorsement.** All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the Credit Union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees. You cannot alter or limit your responsibility or liability to us under this Agreement by use of a restrictive endorsement or otherwise without our written consent.

**Inactive Accounts.** The Credit Union will consider your account inactive after 6 months of no deposits or withdrawals from your account. This excludes interest or dividends credited to your account by the Credit Union. Michigan Law permits the Credit Union to turn these funds over to the State after two years of no activity and requires the Credit Union to turn these funds over to the State after three years



of no activity. Ohio law requires the Credit Union to turn these funds over to the State after five years of no activity. Before turning funds from inactive accounts over to the State of Michigan, the Credit Union will send notices as required by Michigan law advising you of your rights. Before turning funds from inactive accounts over to the State of Ohio, the Credit Union will send notices as required by Ohio law advising you of your rights.

**Statement.** You will receive a periodic statement (normally monthly) for your Checking Account. You will receive a periodic statement (normally quarterly) for your Regular Share Account or other accounts that are not Checking Accounts unless you have electronic funds transfer during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any fees and other charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts for which we do not have a valid address on file.

You must examine each periodic statement carefully and reconcile the accounts reflected on that statement. If there are any discrepancies, you must notify us immediately. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within 60 days of the mailing date of the earliest statement containing those items unless another time period is required by state or federal law. You agree to cooperate with us in any investigation we reasonably believe is necessary in connection with an assertion by you of fraud concerning your accounts, including in the case of an account for a business or other entity making a principal of the organization available for in person interviews and providing relevant information under oath. For accounts for businesses and other entities and, to the extent allowed by law, for consumer accounts, the Credit Union will not be liable if items were forged or altered such that the fraud could not be detected by a reasonable financial institution.

**Agreement.** This Agreement shall be effective and shall govern all accounts with us that are described in this Agreement. By signing the appropriate Membership Card, signing an Account Change Card after your Regular Share Account has been established, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement and to all amendments to this Agreement. This Agreement shall supersede all previous agreements for such accounts.

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

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

**Cornerstone Community Financial Credit Union  
2955 University Drive  
Auburn Hills, MI 48326**

**Other Notices.** All notices regarding the account will be posted in our office lobbies or will be sent to you at the address shown on your statement. In the event of joint ownership, notice by or to any one joint owner shall be deemed notice by or to all. We reserve the right not to send notice for accounts we consider inactive.

**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.

**Indemnity.** If by following your instructions we are exposed to a claim or suit by an adverse claimant,

you shall hold us harmless and indemnify us from any losses, expenses, liabilities or damages including actual attorneys' fees resulting from such a claim or suit. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections. Severability. If any provision of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the enforceability of the remaining provisions or portions hereof shall not be affected thereby.

**Accounts not Transferable.** None of your accounts are transferable, except on the Credit Union's books and records, and your accounts may not be pledged to anyone other than us without our prior written consent.

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

**Credit Union Lien and Security Interest.** Except for debts that are secured by your principal residence, if you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the funds in any account in which you have an ownership interest, regardless of their source, unless the account is an IRA or tax deferred retirement account, or the lien is prohibited by law. We may apply these funds in any order to pay off your indebtedness (including but not limited to indebtedness you have guaranteed). By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts (except IRAs or tax deferred accounts or where the granting of such a lien is prohibited by law) and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. We will notify you if we have exercised our right of offset.

**Responsibility for your transactions not involving an account.** If (i) you present a check or other item to us drawn on another financial institution for cash over the counter or for payment of any obligation owing to us or (ii) we initiate an automated clearinghouse (ACH) transfer to another financial institution for any obligation owing to us and the check, other item, or ACH transfer is returned to us unpaid for any reason not attributable to us, we may charge a returned transaction fee to any of your accounts (except accounts described in the Credit Union Lien and Security Interest section as not being subject to lien or setoff rights) or, to the extent allowed by law, charge a returned transaction fee to the obligation for which payment was intended. Please refer to the Credit Union's Service Charges for the amount of these service charges.

**Telephone Requests.** You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. We may refuse to execute any telephone request or order.

**Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to credit union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information if the court rendering the judgment has jurisdiction over the Credit Union and could issue a garnishment that would be binding on the Credit Union; (9) when we are attempting to collect an obligation owed to us; or (10) as required by law. In addition, you understand and agree that we may, from time to time, request and review consumer reports and other information about you prepared by consumer reporting agencies or others.

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

**Joint Accounts.** If two or more parties have signed a Membership Card with respect to your Regular Share Account, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. If you create this ownership arrangement for your Regular Share Account, it shall apply to all accounts (except IRAs) maintained under the same overall member account number.

Payment to any of you or the survivor(s) of you, or the personal representative, administrator or assign of the last survivor of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney-in-fact: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act hereunder, each person signing the Membership Card applicable to the account jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorneys' fees, except as may be limited by applicable law. Unless specifically prohibited in writing from doing so, any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s) with the Credit Union. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement and hereby acknowledges receipt of the Agreement. We may refuse to authorize a withdrawal from a joint account when we have knowledge of a dispute between the joint account holders until the matter is resolved.

If a deposited item in a joint account is returned unpaid, the account is overdrawn, or if the Credit Union does not receive final payment on a transaction, the owners, jointly and severally, are liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any account of an owner or all funds in the joint account regardless of who contributed them.

Any funds deposited into an account after the last surviving account owner's date of death, and prior to the closing of the account, shall be payable to the beneficiary(ies), and not to the estate of the last surviving account owner (subject to the Credit Union's right of setoff, as set forth below).

Any owner who is a surviving owner agrees that the Credit Union to the extent allowed by law, may set off any money in the account against any obligation of a deceased owner within 30 days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax favored accounts). All owners who are surviving owners also agree that their interests in the account are subject to any security interest or pledge granted by a deceased owner, even if they individually did not consent to it.

Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968 (Michigan), as amended, being M.C.L. 490.51 et seq., and commonly known as the Credit Union Multiple-Party Accounts Act. An account owned by a person that is not a natural person (that is, an account owned by a corporation or other legal entity or by a trust) may not have joint owners. Beneficiary Designation. When opening an account or, if all owners agree, at any time thereafter, you may designate one or more persons as beneficiaries of the account under the Michigan Credit Union Beneficiary Accounts Act (Public Act 31 of 1992), being M.C.L. 490.81 et seq. Upon the death of the

last surviving owner of the account, the surviving beneficiaries shall become the owners of the account. If there is more than one surviving beneficiary, the account shall be divided equally between them, and each beneficiary shall be the sole owner of that beneficiary's share. In accordance with the Credit Union Beneficiary Accounts Act, there shall be no joint ownership among beneficiaries. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. The Credit Union reserves the right to require documentation in order to confirm that an account has become properly payable to a beneficiary or beneficiaries. An account owned by a person that is not a natural person (that is, an account owned by a corporation or other legal entity or by a trust) may not have beneficiaries. The interests of the beneficiary(ies) is subject to the right of the Credit Union, to the extent allowed by law, to set off any money in the account against any obligation of the deceased owner (or the last owner to die, if there was more than one) within 30 days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax favored accounts).

**Accounts for Minors.** We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Michigan law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. Except where expressly provided otherwise, we may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. Upon reaching the age of 18, the minor account will convert to a regular general membership account. We will not change the account ownership status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. The Credit Union shall not be liable for loss resulting from the misappropriation of funds withdrawn from an account by an authorized agent. The Credit Union reserves the right to refuse any agency designation.

**Legal Process.** If any legal action is brought involving your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. In lieu of expenses other than attorneys' fees, we may charge a Legal Process Fee as set forth on our list of Service Charges. Any legal process against your account is subject to our lien and security interest.

**Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other Internal Revenue Code 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 have designated on a W-9 or W-8BEN that you have applied for a TIN, you must provide the TIN within 60 days. Upon the expiration of the 60-day period, the Credit Union may begin withholding from your account.

**Special Account Instructions.** You may request that we facilitate certain financial or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your financial needs or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection.

**Changes Requested by You.** Account changes requested by you, such as adding or closing an account or service, must be submitted in writing, signed, and accepted by us.

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

**Cooperation in Loss Recovery Efforts.** You agree to fully cooperate in any effort we undertake to recover funds that were taken from your account without authorization. For example, you will sign affidavits of loss or forgery that may be required by our insurance company. You also agree to cooperate fully in any prosecution that may be initiated by the proper authorities pursuant to us filing a complaint about unauthorized activities involving your account. If a loss is the result of our actions (we lose a check you deposited, for example), you agree to help us to recover the loss, but we will be responsible for all expenses involved. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**Standard of Care.** Except where applicable law or this Agreement provides otherwise, we will not be liable for any events not involving our intentional misconduct or gross negligence.

**Verification of Ownership and Beneficiary Arrangements.** You agree to check all records related to your account periodically (within 30 days after the account is opened or any changes are made and not less than once per year thereafter) to ensure that all ownership and beneficiary arrangements are set up in the way that you desire. You agree to contact the Credit Union immediately if any ownership or beneficiary arrangement is not how you wish it to be. You further agree to hold the Credit Union harmless from any claims that any ownership or beneficiary arrangement related to your account is not set up as you desire.

**Termination of Account(s) and Service(s).** We, in our sole discretion, may terminate, limit or restrict, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services and electronic services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s). We may also require you to apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft protection plan with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s) or any other abuse of any of your accounts(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. We, of our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate an individual account by notifying us in writing. We have the right to require the written consent of all owners to terminate a joint account. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us.

**Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

**Security.** It is your responsibility to secure and protect the account numbers, passcodes, and electronic access devices (e.g., a Debit Card), including Personal Identification Numbers (PINs) and access credentials, we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) or access credentials with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precautions in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Rewards and Incentives Programs.** From time to time, we may make rewards and incentives programs available to you in connection with one or more of your accounts. These programs will be governed by separate documents related to such programs and the credit union reserves the right to change or terminate such programs at any time.

**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.

**Negative Information Notice.** We may report information about your loan, share, or deposit accounts to consumer reporting agencies. Late payments, missed payments, negative balances, and other default on your accounts may be reflected in your credit report.

**Our Right to Place a Hold on Your Account(s).** If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means, such as online banking or text alerts as permitted by law. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

**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 for making a claim.

**Use of Recording Devices.** The Credit Union does not permit its Members, you or members of the general public, to use electronic, digital or other recording devices to record in-person, telephonic or other communications or interactions of or with Credit Union personnel without the express prior consent of the Credit Union management. The Credit Union expressly revokes, rescinds and withdraws any consent or permission to such recording that might otherwise be implied by law.

**Powers of Attorney.** Unless it has contracted to the contrary, the Credit Union is under no obligation to honor a power of attorney. However, the Credit Union may choose to do so at its discretion. It will generally honor a power of attorney if the original document has been first presented to the Credit Union by the account owner (Principal) involved and the Credit Union finds it to be in satisfactory form. Exceptions to presentation by the Principal will only be made in extenuating circumstances (such as military service) and will generally either require a representation by the attorney for the Principal of the document's continuing validity or certification by appropriate medical personnel. The Credit Union must identify the attorney-in-fact pursuant to the requirements of the USA Patriot Act in all cases before the agent will be allowed to use the power of attorney. The Credit Union may impose additional requirements from time to time at its sole discretion.

**Arbitration.** This Arbitration Provision applies to disputes arising from your deposit account relationships with the Credit Union and/or any other matters arising from or related to your membership in, or relationship with, the credit union, other than claims specifically arising from your status as a borrower under any loan agreement with the Credit Union.

You or the Credit Union may elect to have any claim resolved by binding arbitration before a neutral arbitrator instead of in court. The term "claim" as used in this Agreement means any claim or dispute, in law, equity or otherwise involving your deposit account relationship with the Credit Union or your membership in the Credit Union. It includes any claim, dispute or controversy concerning any fees or charges relating to any deposit account and any services relating to any deposit account, including, without limitation, safe deposit box services, wire transfer services, online or telephone banking services, automated teller machine services and debit card services. It includes not only any claim, dispute or controversy directly between you and the Credit Union, but also any matter with respect to anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, trustee, guardian or other representative or agent. The term "claim" includes initial claims, counterclaims, cross claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity, including any claim for injunctive or declaratory relief.

The term "claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision, including, without limitation, the Class Action Waiver set forth below. The term "claim" also specifically excludes any claim or dispute arising from your status as a borrower under any loan agreement with the Credit Union. Furthermore, nothing in this Arbitration Provision limits or constrains any right to self-help remedies, such as the right to set-off or the right to restrain funds in a deposit account, the right or obligation to interplead funds in the event of a dispute, the right to exercise any security interest or lien in property, any obligation to comply with legal process, or right to obtain provisional remedies with respect to funds or property.

You and the Credit Union retain the right to seek individual relief in small claims court so long as the claim is only in the small claims court and is within the jurisdiction of the small claims court. Pursuing a claim in small claims court does not waive any right to see arbitration with respect to claims outside of the jurisdiction of the small claims court, or if the claim is transferred, removed or appealed from the small claims court to a different court.

Arbitrations will be conducted by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. You can find the Consumer Arbitration Rules at [www.adr.org](http://www.adr.org). If the AAA is not available, you and the Credit Union will select another arbitration provider agreeable to both parties.

The Arbitration hearing will be conducted before a single arbitrator in a location reasonably convenient to your place of residence, or another location if requires by the rules of AAA or other agreed upon arbitration provider. If you and the Credit Union agree, the arbitration may be conducted by telephone. You will pay an administrative fee and arbitrator's fees. The amount of the fee you must pay will be determined by the amount of the claim that you file, and will be capped by AAA. The Credit Union will be responsible for administrative fees and arbitrator's fees in excess of these capped amounts. You and the Credit Union will each be responsible for paying your own attorney's fees, witness fees and experts' expenses, except as otherwise required by law or this Arbitration Provision.

The arbitration award must be a written, reasoned opinion. The arbitrator's decision will be final and binding on you and the Credit Union, except for (1) a limited right to appeal as permitted under the Federal Arbitration Act and (2) any award of \$100,000 or more may be appealed to a three (3) arbitrator panel selected in accordance with AAA Rules. Any award must be kept confidential.

Before you initiate an arbitration, you agree to provide the Credit Union with written notice at 2955 University Drive, Auburn Hills MI 48326 (or any changed address that we have provided to you in writing), and give the Credit Union a reasonable opportunity to resolve your claim. Your notice must provide your name, your account number, a description of your claim including the dollar amount, and describe any information that you require from the Credit Union.

Before the Credit Union initiates an arbitration, the Credit Union must provide you with written notice at your address as shown on the Credit Union's records and give you a reasonable opportunity to resolve the Credit Union's claim. The Credit Union's notice must describe the Credit Union's claim including the dollar amount. You and the Credit Union each have 30 days from receipt of notice to resolve the claim before commencing arbitration.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 USC 1, et seq. and not by any state arbitration law. The arbitrator must apply substantive law consistent with the Act and applicable statutes of limitations and claims of privilege recognized at law. In addition to the Act, this Arbitration Provision is governed by other Federal law. To the extent Federal law does not apply, the law of the state of Michigan will apply. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court.

**CLASS ACTION WAIVER. OTHER THAN AS EXPRESSLY PROVIDED IN THIS ARBITRATION PROVISION, YOU AND THE CREDIT UNION AGREE THAT ONLY AN ARBITRATOR MAY RESOLVE CLAIMS. YOU AGREE NOT TO BRING OR PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS ACTION IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING. ANY CLAIM BETWEEN YOU AND THE CREDIT UNION MUST BE RESOLVED ON AN INDIVIDUAL BASIS. ARBITRATION IS NOT AVAILABLE AND WILL NOT BE CONDUCTED ON A CLASS-WIDE BASIS.**

If any portion of this Arbitration Provision (other than the Class Action Waiver) is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, provided that such remaining portions are not then material inconsistent with the terms of this Arbitration Provision prior to such determination.

If the Class Action Waiver portion of this Arbitration Provision is declared unenforceable by a court, the remainder of this Arbitration Provision shall be unenforceable.

This Arbitration Provision shall survive the termination or closing of the deposit account or related services; any changes to the deposit account or related services; any legal proceeding; any use of the right of set-off, exercise of statutory lien or other self-help remedy; any transfer or assignment of the deposit account; and any bankruptcy or any party (to the extent consistent with applicable bankruptcy law).

**Governing Law.** 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 or the Arbitration Provision set forth in this Agreement, any action brought pursuant to this Agreement against the Credit Union must be brought in a court with jurisdiction over the location of the Credit Union's principal place of business. For accounts maintained at a branch located in Ohio, Ohio law will govern to the extent Ohio so requires and a legal action by the owner of such an account may, at the owner's option, be brought in a court with jurisdiction over any of the Credit Union's branch locations in Ohio.

## **II. TRUTH-IN-SAVINGS DISCLOSURE**

### **REGULAR SHARE ACCOUNT**

**Rate information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

**Compounding and crediting.** Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period.** For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements.** The minimum required to open this account is the purchase of a share in the Credit Union. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum aggregate average daily balance of \$250.00 in your share accounts with us to avoid a monthly membership fee. If, during any month, your aggregate average daily balance is below the required minimum, your account will be subject to a monthly membership fee. See Service Charges for details. You must maintain a minimum average daily balance of \$50.00 in your accounts to obtain the disclosed annual percentage yield.

**Average daily balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

### **HOLIDAY SHARE ACCOUNT**

**Rate information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

**Compounding and crediting.** Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period.** For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements.** No minimum balance requirements apply to open this account. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** Holiday Share accounts may not be used as collateral for Share Secured loans.  
**Time Requirements.** Holiday Share accounts begin October 16 and end October 15 of the following

year. A \$15 penalty fee is assessed for each withdrawal of funds before October 15. Account funds automatically deposit to regular share or checking account upon maturity (October 15). Account automatically renews each year.

### **RAINY DAY SHARE ACCOUNT**

**Rate information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

**Compounding and crediting.** Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period.** For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements.** No minimum balance requirements apply to open this account. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

### **ROUND UP REWARDS SHARE ACCOUNT**

**Rate information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

**Compounding and crediting.** Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period.** For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements.** No minimum balance requirements apply to open this account. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits.** No external deposits are permitted to this share.

**Transaction limitations.**

1. Deposits other than the daily Round-Up Rewards transfer and quarterly match are not permitted on this Share Account.
2. Debit Card transactions are not permitted on this share account.

3. ACH deposits and withdrawals are not permitted on this share account.
4. Funds in the Round-Up Rewards Account cannot be used as overdraft protection for any other share account.
5. Funds in the Round-Up Rewards Account may only be withdrawn from this account via transfer by phone, within online or mobile banking, or in person at a branch location.

### **CORE YOUTH HIGH YIELD SAVINGS ACCOUNT (For Members under the age of 18)**

Rate information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting. Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period. 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 dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements. There is no minimum balance required to open this account. Please see the bylaw requirements in the Common Features section for additional information.

Average daily balance computation method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

This account is available to members under the age of 18. On the last day of the month in which the member reaches the age of 18, his/her Core Youth High Yield Savings Account will be automatically converted to a Core Young Adult High Yield Savings Account and subject to the terms and conditions governing Core Young Adult High Yield Savings accounts at time of conversion.

### **CORE YOUNG ADULT HIGH YIELD SAVINGS ACCOUNT (For Members between the ages of 18 and 24)**

Rate information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting. Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period. 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 dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements. There is no minimum balance required to open this account. Please see the bylaw requirements in the Common Features section for additional information.

Average daily balance computation method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

This account is available to members between the ages of 18 and 24. On the last day of the month in which the member reaches the age of 25, his/her Core Young Adult High Yield Savings Account will be automatically converted to a Money Market Account, subject to the terms and conditions governing Money Market Accounts at the time of the conversion.

### **IRA SHARE ACCOUNT**

Rate information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting. Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend period. For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements. The minimum balance required to open this account is \$10.00. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

Average daily balance computation method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations. You may make a withdrawal subject to possible penalties imposed by the Internal Revenue Service. We advise that you consult with your tax advisor prior to making a withdrawal. You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

### **ROTH IRA SHARE ACCOUNT**

Rate information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting. Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend period. For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements. The minimum balance required to open this account is \$10.00. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

Daily balance computation method. Dividends are calculated by the daily balance method which applies a periodic rate to the daily balance in the account for the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations. You may make a withdrawal subject to possible penalties imposed by the Internal Revenue Service. We advise that you consult with your tax advisor prior to making a withdrawal. You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

## **EDUCATION IRA SHARE ACCOUNT**

Rate information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting. Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend period. For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements. The minimum balance required to open this account is \$10.00. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

Daily balance computation method. Dividends are calculated by the daily balance method which applies a periodic rate to the daily balance in the account for the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations. You may make a withdrawal subject to possible penalties imposed by the Internal Revenue Service. We advise that you consult with your tax advisor prior to making a withdrawal. You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

## **CHECKING ACCOUNTS**

### **CLASSIC CHECKING ACCOUNT (CONSUMER)**

Minimum balance requirements. No minimum balance requirements apply to this account.

Transaction limitations. No transaction limitations apply to this account.

Fees. See separate Service Charges.

### **FRESH START CHECKING ACCOUNT (CONSUMER)**

Opening balance requirements. There is a \$25.00 opening deposit requirement.

Transaction limitations. This account is not eligible for Courtesy Pay. There are no checks with Fresh Start Checking, access is by debit card only.

Fees. There is a \$5.00 monthly maintenance fee. See separate Service Charges.

### **REWARDS CHECKING ACCOUNT**

Requirements. This account requires that you have at least one direct deposit post and settle to your account per month. Enrollment in online banking and in electronic statements is also required to meet certain qualifications.

Minimum balance requirements. The minimum balance required to open this account is \$100.00.

Rate information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors. This is a tiered rate account that pays a high rate of dividends if you meet the qualifying criteria and pays a lower rate of dividends if you do not meet the qualifying criteria. Please refer to our separate rate sheet for current rate information.

Compounding and crediting. Dividends will be compounded monthly. Dividends will be credited to your account monthly.

Qualifications and Monthly Qualification Cycle. To qualify for Rewards rates, you must perform the following during the Monthly Qualification Cycle:

1. Have at least 18 Visa Platinum credit card or signature-based debit card purchases post and settle to your account (Note: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards within this account);
2. Be enrolled and log into online banking or mobile banking during the Monthly Qualification Cycle;
3. Be enrolled to receive/review eStatements;
4. Have a direct deposit received into the account.

Please note that debit card transactions **MUST** post and settle to your account during the Monthly Qualification Cycle to qualify for that cycle. They may not be in a pending state to qualify as one of the qualifications. Transactions may take one or more banking days from the date the transaction was made to post and settle to an account. "Monthly Qualification Cycle" means a period beginning one banking day prior to the first day of the current statement cycle through one banking day prior to the close of the current statement cycle. Your account will be automatically qualified on that one day prior to the first day of the current statement cycle. What this means to you is if you did not qualify for the higher preferred rate, you might notice a slightly higher than the base rate APY earned on your statement due to the one day (the last day) being calculated with the higher preferred rate.

Daily balance computation method. Dividends are calculated by the daily balance method which applies a periodic rate to the daily balance in the account for the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations. No transaction limitations apply to this account.

Fees. See Service Charges.

### **CORE REWARDS CHECKING ACCOUNT**

Requirements. This account is available to members between the ages of 13 and 24. It requires enrollment in online banking and in electronic statements in order to meet certain qualifications. At the age of 25, the account converts to the CCF Rewards Checking Account.

Minimum balance requirements. The minimum balance required to open this account is \$100.00.

Rate information. The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors. This is a tiered rate account that pays a high rate of dividends if you meet the qualifying criteria and pays a lower rate of dividends if you do not meet the qualifying

criteria. Please refer to our separate rate sheet for current rate information.

Compounding and crediting. Dividends will be compounded monthly. Dividends will be credited to your account monthly.

Qualifications and Monthly Qualification Cycle. To qualify for the Core Rewards Checking reimbursements, you must perform the following during the Monthly Qualification Cycle:

1. Have at least 18 signature-based debit card purchases post and settle to your account (Note: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards within this account.);
2. Be enrolled and log into online banking or mobile banking during the Monthly Qualification Cycle;
3. Be enrolled to receive/review eStatements

Please note that debit card transactions MUST post and settle to your account during the Monthly Qualification Cycle. They may not be in a pending state to qualify as one of the qualifications. Transactions may take one or more banking days from the date the transaction was made to post and settle to an account. "Monthly Qualification Cycle" means a period beginning one banking day prior to the first day of the current statement cycle through one banking day prior to the close of the current statement cycle.

Daily balance computation method. Dividends are calculated by the daily balance method which applies a periodic rate to the daily balance in the account for the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations. A parent or guardian may elect to establish daily in-person cash withdrawal limits for Core Rewards accounts.

Fees. See separate Service Charges.

**FLEX CHECKING (BUSINESS)**

Requirements. This account is designed for non-profit, not-for-profit, and charitable accounts, including community groups such as teams, clubs, and other unincorporated organizations or associations.

No minimum balance is required for this account and no monthly service charges apply. A deposit of \$100.00 is required to open a Flex Checking account. The first 200 checking account transactions are free (\$0.50 per transaction applies after limit has been met). Overdraft protection is available from business shares or a Visa Platinum Business credit card and Courtesy Pay protection of up to \$1,500.00 is a standard feature with Flex Checking (see Business Accounts Service Charges for applicable fees).

**CLEAR CHECKING (BUSINESS)**

Requirements. This account is designed for all standard businesses. A deposit of \$100.00 is required to open a Clear Checking account. No minimum balance is required. No monthly service charges apply when aggregate share balances total \$2,500.00 or more. A \$10.00 monthly service charge applies if aggregate balance drops below \$2,500.00. Earn dividends on balances of \$7,500.00 or more. Number of free transactions is tiered, based on average monthly balance:

- |                          |                    |
|--------------------------|--------------------|
| • \$0.00 - \$7,499.99    | 200 transactions   |
| • \$7,500.00 – 24,999.99 | 300 transactions   |
| • \$25,000 - \$249.99.99 | 500 transactions   |
| • \$250,000.00+          | 1,500 transactions |

Overdraft protection is available from business shares or a Visa Platinum Business credit card. Courtesy Pay protection of up to \$2,500.00 is a standard feature with Clear Checking (see Business Accounts Service Charges for applicable fees).



## **MONEY MARKET ACCOUNT**

Rate information. The dividend rate and annual percentage yield is on a tiered rate basis and may change at any time, as determined by the Credit Union board of directors.

Compounding and crediting. Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period. 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 dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and, for the example above, is February 1.

Minimum balance requirements. There is no minimum balance required to open this account. You must maintain a minimum average daily balance in your account as listed on the rate sheet to obtain the disclosed annual percentage yield.

Daily balance computation method. Dividends are calculated by the daily balance method which applies a periodic rate to the daily balance in the account for the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

## **REGULAR CERTIFICATES**

6-Months, 12-Months, 18-Months, 24-Months, 36-Months, 48-Months, 60-Months

## **JUMBO CERTIFICATES**

12-Months, 18-Months, 24-Months, 36-Months, 48-Months, 60-Months

## **YOUTH CERTIFICATES**

6-Months, 12-Months

Rate information. The certificate dividend rate and annual percentage yield are fixed and will be in effect during the full term of the certificate. The dividend rate and annual percentage yield will be disclosed in the document given to you when you open the certificate and on notices sent to you when the certificate renews.

Compounding frequency. Dividends will be compounded every quarter on certificates with terms one year or more. Dividends will not be compounded on certificates with terms less than one year.

Crediting frequency. Dividends will be credited to your account every quarter and at maturity on certificates with terms one year or more. Dividends will be credited to your account at maturity on certificates with terms less than one year.

Dividend period. For this account type, the dividend period is quarterly on certificates with terms one year or more. For certificates with terms less than one year the dividend period is the same as the term.

Minimum balance requirements. The minimum balance required to open this account is \$1,000.00 for Regular Certificates, \$50,000.00 for Jumbo Certificates, and \$250.00 for Youth Certificates. You must maintain a minimum average daily balance of \$1,000.00 for Regular Share Certificates, \$50,000.00 for Jumbo Certificates, and \$250.00 for Youth Share Certificates in your account to obtain the disclosed annual percentage yield.

Average daily balance computation method. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the statement cycle.

Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place

noncash items (for example, checks) to your account.

**Transaction limitations.** After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term. You can withdraw dividends only on the crediting dates.

**Time requirements.** Your account will mature on the date indicated on your certificate.

**Early withdrawal penalties.** A penalty will be imposed for withdrawals before maturity –

For certificates opened or renewed prior to March 20, 2023

1. If your account has an original maturity of one year or less, the penalty we will impose will equal 90 days dividends on the amount withdrawn subject to penalty.

2. If your account has an original maturity of more than one year, the penalty we will impose will equal 180 days dividends on the amount withdrawn subject to penalty.

### **Effective March 20, 2023**

For certificates with a maturity of less than 12 months, the penalty we will impose will equal 90 days of dividends on the amount withdrawn.

For certificates with a maturity between 12 months and 47 months, the penalty we will impose will equal 270 days of dividends on the amount withdrawn.

For certificates with a maturity between 48 months and 59 months, the penalty we will impose will equal 365 days of dividends on the amount withdrawn.

For certificates with a maturity of 60 months or greater, we will impose a penalty of 540 days of dividends on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, or if the certificate is part of an IRA or tax-deferred savings plan that requires a forced distribution, the waiver of the early withdrawal penalty may be granted.

**Withdrawal of dividends prior to maturity.** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account.** This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of seven business days after maturity to withdraw the funds without being charged an early withdrawal penalty.

### **IRA CERTIFICATES**

12-Months, 18-Months, 24-Months, 36-Months, 48-Months, 60-Months, Jumbo (12-Months)

Cornerstone Community Financial Credit Union offers Traditional, Roth, and Coverdell IRA Accounts to its members. It is advised that you consult with your tax consultant regarding the possible tax implications of investing in an IRA account.

**Rate information.** The certificate dividend rate and annual percentage yield are fixed and will be in effect during the full term of the certificate. The dividend rate and annual percentage yield will be disclosed in the document given to you when you open the certificate and on notices sent to you when the certificate renews.

**Compounding frequency.** Dividends will be compounded every quarter on certificates with terms one year or more. Dividends will not be compounded on certificates with terms less than one year.

**Crediting frequency.** Dividends will be credited to your account every quarter and at maturity on certificates with terms one year or more. Dividends will be credited to your account at maturity on certificates with terms less than one year.

**Dividend period.** For this account type, the dividend period is quarterly on certificates with terms one year or more. For certificates with terms less than one year the dividend period is the same as the term.

**Minimum balance requirements.** The minimum balance required to open this account is \$500.00. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the statement cycle.

**Accrual of dividends on noncash deposits.** Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations.** After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term. You can withdraw dividends only on the crediting dates.

**Time requirements.** Your account will mature on the date indicated on your certificate.

**Early withdrawal penalties.** A penalty will be imposed for withdrawals before maturity –  
For certificates opened or renewed prior to March 20, 2023

1. If your account has an original maturity of one year or less, the penalty we will impose will equal 90 days dividends on the amount withdrawn subject to penalty.
2. If your account has an original maturity of more than one year, the penalty we will impose will equal 180 days dividends on the amount withdrawn subject to penalty.

### **Effective March 20, 2023**

For certificates with a maturity of less than 12 months, the penalty we will impose will equal 90 days of dividends on the amount withdrawn.

For certificates with a maturity between 12 months and 47 months, the penalty we will impose will equal 270 days of dividends on the amount withdrawn.

For certificates with a maturity between 48 months and 59 months, the penalty we will impose will equal 365 days of dividends on the amount withdrawn.

For certificates with a maturity of 60 months or greater, we will impose a penalty of 540 days of dividends on the amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, or if the certificate is part of an IRA or tax-deferred savings plan that requires a forced distribution, the waiver of the early withdrawal penalty may be granted.

**Withdrawal of dividends prior to maturity.** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account. This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of seven business days after maturity to withdraw the funds without being charged an early withdrawal penalty.

### **COMMON FEATURES**

**Bylaw requirements.** You must complete payment of and maintain one share in your Regular Share account as a condition of admission to membership. Only members in good standing may receive the benefits and services of the Credit Union.

**Transaction limitations.** We reserve the right to at any time require not less than seven days' notice in writing before each withdrawal from any account other than (1) a checking account or (2) a time deposit (except on the maturity date or within seven business days thereafter), or from any other savings account as defined by Regulation D.

**Nature of dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Rate Schedule.** Please refer to our separate Rate Schedule for current information about your dividend rate and annual percentage yield.

**Service Charges.** Please refer to our separate Service Charges for additional information about our service charges.

### III. ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

#### ELECTRONIC FUNDS TRANSFER (EFT) SERVICES AVAILABLE

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

Electronic Funds Transfers initiated by third parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network.

Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

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

Phone Access 24 (PA24) Transfers: types of transfers. You may access your account by telephone 24 hours a day at 800-777-6728 using your personal identification number, a touch tone phone, and your account numbers, to:

1. Transfer funds
2. Make loan payments
3. Obtain balance and transaction information
4. Check on cleared items
5. Make withdrawals for which a paper check will be sent to your current mailing address

ATM Transfers: types of transfers and dollar limitations. You may access your account(s) by ATM using your Debit Card(s) and personal identification number (PIN), to:

1. Make deposits
2. Withdraw cash up to \$500.00 per day (plus \$300.00 per day in PIN-based transactions)  
\*Business accounts receive \$500.00 per day (plus \$1,000.00 per day in PIN-based transactions).
3. Transfer funds
4. Obtain balance information
5. Obtain loan advances on your Visa account.

Some of these services may not be available at all terminals. Daily withdrawal limitations will apply.

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

Point-of-Sale Transactions: Dollar Limitations. Using your Debit Card, you may not exceed \$7,500.00

in transactions per day, or \$2,500.00 in transactions for limited services accounts.

**Reversing Electronic Fund Transfers.** If an “electronic fund transfer” described in this section was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you **MUST** send the letter to our address as set forth at the end of this EFT Disclosure.

If you phone us, you **MUST** call at the phone number as set forth at the end of this EFT Disclosure. If you tell us orally that you want such a transfer reversed, you **MUST** send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter.

**Currency Conversion and International Transactions.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

We charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the USA.

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

**Non-Visa Debit transaction processing.** We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN. The non-Visa debit network(s) for which such transactions are enabled are: Co-Op, Interlink, and Pulse.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa’s zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*\*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.*

Online Banking Transfers: types of transfers and charges. You may access your account(s) by computer through the internet by logging onto our website at CCFinancial.com and using your username and password, to:

1. Transfer funds
2. Make loan payments
3. Make payments to third parties
4. Obtain balance and transaction information
5. Check on cleared and pending items
6. Make withdrawals for which a paper check will be sent to your current mailing address.
7. Reorder checks
8. Receive e-alerts

Mobile Banking Transfers: types of transfers and charges. You may access your account(s) through CCF's mobile banking app on your smartphone, using your username and password, to:

1. Transfer funds
2. Pay bills
3. Make loan payments
3. Obtain balance and transaction information
4. Check on cleared and pending items

Minimum account balance. You must maintain a minimum account balance of \$1.00 in your Regular Share Account as a condition of using an access device (card and/or identification code) to accomplish a transfer.

## **FEES**

We may charge you fees for electronic fund transfers as set forth in this EFT Disclosure or as set forth in our Service Charges. We reserve the right to amend the fees from time to time upon 30 days prior written notice. In addition, if you use an ATM or other terminal not owned by us to complete a transaction or make a balance inquiry, the owner of that ATM or network may charge you a fee.

## **DOCUMENTATION**

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines (ATMs) or point-of-sale (POS) terminals. Note that receipts may not be available for some small POS transactions.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800 777-6728 (during business hours) to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement from us for your Checking Accounts. You will get a monthly account statement from us for your accounts that are not Checking Accounts unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.

## **PREAUTHORIZED PAYMENTS - RIGHT TO STOP PAYMENT**

Procedure. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

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

We will charge you a fee as set forth in our Service Charges for each stop-payment order you give. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **CREDIT UNION'S LIABILITY**

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account or back up accounts to make the transfer, if any funds in your accounts necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy, or if any funds in your accounts necessary to complete the transaction are held subject to legal process or other claim.
- If you used your card or access code in an incorrect manner, or after your right to use your card or access code has been cancelled.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If the ATM or other terminal or system was not working properly, and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If funds in your account necessary to complete the transaction are pledged as collateral, are frozen, or offset because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the transfer is not completed as a result of your negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
- If a law or regulation prevents us from completing the transaction.
- If any other exception as established by us and communicated to you applies.

## **CONFIDENTIALITY**

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

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

## **NOTICES**

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this EFT Disclosure.

## **AMENDMENTS**

We reserve the right to amend this EFT Disclosure in any manner and at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. Where required by law, we will give you at least 21 days advance written notice. You agree that we may amend or modify this EFT disclosure without notice if an immediate change is necessary to maintain or restore the security of our account arrangements or of any account.

## **TERMINATION OF ELECTRONIC FUND TRANSFER SERVICES**

You may terminate any EFT service involving one or more cards under this EFT Disclosure at any time by notifying us in writing and stopping your use of your card(s) and any access code. You may terminate this EFT Disclosure in its entirety only by terminating all electronic funds services, meaning we will no longer accept any electronic transaction including but not limited to automatic deposits. Upon termination (by either you or us), you agree to return all cards to the credit union or destroy the cards upon request of the credit union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked. We may also terminate this EFT Disclosure at any time by notifying you orally or in writing at your last known address on file with us. If we terminate



this EFT Disclosure, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Disclosure has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card(s) or access code for any EFT service. Whether you or the credit union terminate this EFT Disclosure, the termination will not affect your obligations under this EFT Disclosure, or any electronic fund transfers made prior to termination. If this EFT disclosure is terminated the Credit Union may, to prevent any electronic transactions from occurring, close your Checking Account(s) and restrict all other accounts to in-office transactions only.

### **ACCESS DEVICE REVOCATION**

Any card or other device which we supply you ("Access Device") may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as result of insufficient or uncollected funds on an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards.
- Forced closure of a share or share draft account at the Credit Union.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

### **REGULATORY AUTHORITY**

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Department of Insurance and Financial Services (DIFS), P.O. Box 30220, Lansing, Michigan.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account and in any backup account. If you tell us within 2 business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

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

Also, if your statement shows transfers that you did not make, 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 hospital stay) kept you from telling us, we will extend the time periods.

Additional limit on liability for Debit Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number (PIN) which are not processed by VISA.

Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the following telephone number or address:

#### **CORNERSTONE COMMUNITY FINANCIAL CREDIT UNION**

**2955 University Drive**

**Auburn Hills, MI 48326**

**Business Days: Monday through Friday, excluding Federal Holidays**

**Phone: 800-777-6728**

## **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the Cornerstone Community Financial headquarters' telephone number (800-777-6728) or address (2955 University Drive, Auburn Hills, MI 48326) as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your dispute or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your dispute or question.

If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your dispute or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the date the first deposit has been made. If each account owner has an established account with CCF, having been open for at least 30 days, the new account will be considered as an existing account relationship.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation by contacting us at the Cornerstone Community Financial headquarters' telephone number (800-777-6728) or address (2955 University Drive, Auburn Hills, MI 48326). We reserve the right to change our business days, hours, and the days we are closed.

Please check our website at [CCFinancial.com](http://CCFinancial.com) or call 800-777-6728 to see if any changes have been made since this document was provided to you.

#### **IV. WIRE TRANSFER AGREEMENT AND NOTIFICATION**

(Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfer services provided by the Credit Union.

Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Federal Reserve Board Regulation J, Subpart B—Funds Transfers Through Fedwire. These regulations and state law are applicable to wire transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. 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, 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.

Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer 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. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the 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 fees, unless otherwise provided by law or regulation. We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules 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 Michigan Uniform Commercial Code.

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 or other clearing entity. 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 (originator) shall not be deemed to have paid you the amount of the credit entry.

## V. FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking Accounts are the most common transaction accounts. Ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$275.00 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open we will consider that the deposit was made on the next business day we are open.

**Same Day Availability.** Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

**Next day availability.** Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on the Credit Union

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

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

Other check deposits subject to second day availability. The first \$275.00 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$275.00 of the deposit is available on Tuesday. The remaining \$425.00 is available on Wednesday.

**Holds on other funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding

amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer delays may apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$6,725.00 on any one (1) day
- You deposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six (6) months
- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special rules for new accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the 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 \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

Deposits at nonproprietary ATMs. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

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

Questions. For questions regarding our Funds Availability Policy, please contact Cornerstone at 800-777-6728.

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2955 University Drive  
Auburn Hills, MI 48326

