



Disclosures

Important Notice:

The documents contained in this packet are your permanent copies of Circle Federal Credit Union's agreements and disclosures. Please keep them for your records.

Included in Packet:

Terms & Conditions of Your Account

Electronic Statements, Notices, Disclosures, and Agreements

Share Account Truth in Savings

Electronic Fund Transfers: Your Rights and Responsibilities

Your Ability to Withdrawal Funds

Courtesy Pay

Niles Branch
507 E. Main St.
Niles, MI 49120
269.684.6005

Cassopolis Branch
1050 E. State St.
Cassopolis, MI 49031
269.445.1951

Edwardsburg Branch
68925 M-62, Suite A
Edwardsburg, MI 49112
269.414.4327

Contact us for help at 269-340-1501

Visit our website at www.circlefcu.org

Terms and Conditions of your Account

Terms and Conditions of your Account

This brochure contains the rules which covering your account(s) with us. Please read this brochure carefully. If you sign your signature card or continue to have an account with us, you agree to these rules, our by-laws, and any by-law amendments. You agreed to pay the fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this brochure. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Michigan (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal laws that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this brochure is to:

1. Summarize the existing rules applicable to the more common transactions
2. Establish rules to govern transactions or events which the law does not regulate
3. Establish rules for certain events or transactions which the law already regulates but permits variation by agreement.
4. Give you our funds availability, electronic fund transfers and/or truth-in-savings policy disclosures

We may permit some variations from the standard agreement, but any variations must be agreed to in writing either on our signature card for the account or in some other written form.

As used in this brochure, the words “we”, “our”, and “us” mean the credit union and the words “you” and “your” mean the owner(s) of this account in any agent appointed by or on behalf of the owner(s) to sign on the account in a representative capacity.

Liability

Each of you agrees for yourself (and the person or entity you represent if you sign as representative of another) to the terms of this account and the schedule of charges that we may impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agreed to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, weather caused by you or another authorized to withdraw from this account, and our cost to collect the deficit including, to the extent permitted by law, a reasonable attorney's fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement.

Deposits

Any items other than cash except for deposit parentheses (including items drawn “on us “ in) will be given provisional credit only until collection is final (and actual credit for deposits of, or table in, foreign currency will be at the exchange rate in effect on final collection in US dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our “daily cut-off time” on a business day we are open, or received on a day in which we are not open for business, we'll be treated and recorded as if initiated on the next following business day that we are open. If this account earns dividends, we are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must face our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

Withdrawals

Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including any agents, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you until we receive written notice to the contrary authorizes each person signing on the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made for the date of the check, unless you have given us written notice of the post-dating. The fact that we may honor withdrawal request which overdraws the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds and we met, unless prohibited by law or are written policy, refuse anyone strong request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a non-conforming request, repeated abuse of the state of limitations if any may eventually Force us to close this account. We will use the date a transaction is completed by us as opposed to the day you initiate it to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw shares or deposits from this account as explained in our bylaws. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice. May be restricted and may be subject to penalty. See you or notice of penalties for early withdrawal.

Ownership of account and beneficiary designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. Individual accounts are owned by one person. Joint account with survivorship and not as tenants-in-common is owned by two or more persons. Each of you intends that upon your death the balance in the account will belong to the Survivor. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants-in-common. Joint account no survivorship as tenants-in-common is owned by two or more persons, but none of you intended merely by opening this account to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal. Revocable trust account if two or more of you create such an account, you only account jointly with survivorship. Beneficiaries acquire the right to withdraw only if all persons creating the account die, or if the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person creating this type of account Reserves the right to change beneficiaries, change account types, and withdraw all or part of the deposit at any time. Corporate, partnership, and other organizational accounts we will usually require a separate authorization for designating the person permitted to withdraw and the conditions required for withdrawal from any account in the name of legal entity such as partnership, Corporation, or other organization. We will honor the authorization according to its term until it is amended or terminated in writing by the governing body of the organization.

Pledges

Unless you tell us differently in writing, each owner of this account May pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rate of any joint account Survivor or trust account beneficiary becomes effective. For example, if one joint tenant pledges the deposit evidence by this agreement for a debit I E uses it to secure a debt and then dies, the surviving joint tenants' rights in this account do not take effect until the debt has been satisfied and the debt may be satisfied with the funds in this account.

Stop-Payments

A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. Or stop payment cutoff time is one hour after the opening of the next banking day on which we received the item. Additional limitations on Our obligation to stop payment are provided by law. A stop payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item, and by any other person, even though the other person did not sign the item, if the other person has an equal or greater right to withdraw from this account then the person who signed the item in question. The release of the stop payment request me be made only by the person who initiated the stop payment.

Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise permitted or arranged for, may be made by the same person's and under the same conditions generally accepted to withdrawals made in writing. We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month less than a number of certain pre-authorized transfers during the month. Other account transfer restrictions are described elsewhere in this brochure.

Amendments and Termination

We may change our bylaws and any term of this agreement. Rules governing changes in interest or dividend rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close this account if your membership in this Credit Union terminates. You agreed to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

Statements

You must examine your statement of account with reasonable promptness. If you discover or reasonably should have discovered an authorized payment or alteration, you must promptly notify us of the relevant facts. If you fail to do either of these duties oh, you will have to either share the loss with us, or bear the loss entirely yourself depending on whether we exercise ordinary care and, if not whether we substantially contributed to the loss. The Lost could be not only with respect to the items on the statement other items Forge or altered by the same wrongdoer. We agree that the time you have to examine your statement and report to us will depend on the circumstances, exceed a total of 30 days from which the statement is first made available to you. You further agree that if you failed to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in the statement, and the loss will be entirely yours. The 60-day limitation is without regard to whether you exercised ordinary care. The limitation in this hair graph is in addition to that contained in the first paragraph of this section.

Account Transfer

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

Direct Deposit

If, in connection with a direct plan, we deposit an amount in this account which should have been returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from this account or from any other account you have with us, without prior notice and at any time, except those prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Temporary Account Agreement

If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card except as indicated to the contrary May transact business on this account. However, we met at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Restrictive Legends

We are not required to honor any restrictive Legends on items you write unless we have agreed to the Restriction in writing signed by an officer of the credit union. Examples of restrictive Legends are must be presented within 90 days or not valid for more than \$1,000.

Facsimile Signatures

You authorize us, at any time, to charge you for all checks, drafts, and or other orders, for the payment of money, that are drawn on us regardless of whom or what means the facsimile signature may have been a fixed. As long as they resemble the facsimile signature specimen on the signature card and or are filed separately with us, it must contain the required number of signatures for this purpose.

Right to Repayment of Indebtedness

You each agree that we met without prior notice and one permitted by law charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons or legal entities right to withdraw. If the debt arises from a note, and he due and payable that includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any valence the due date for which we properly accelerate under the note. Our right to repayment does not apply to this account if colon a it is an individual retirement account or other tax-deferred retirement account, be the debt is created by a consumer credit transaction under a credit card plan, or see the theaters right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or Draft when the dishonor occurs because we charge and deduct any amount you owe us from your account. You agree to hold us harmless for any claim arising as a result of our exercise of our right to repayment.

Agents

An agent is someone who you offer as you have access to this account on your behalf. We, however, have no agreements whatsoever to monitor or ensure that the acts of the agent are for your benefit. This may be done by allowing your agent to sign on the space as an authorized signer on the signature card, or buy separate for such as power of attorney. An agent is not an owner of the account. We will allow trade-ins to be appointed only on individual accounts unless each owner of a joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or an agency account.

Electronic Statements, Notices, Disclosures, and Agreements

We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically through on-line banking service and notifying you that the documents have been so posted. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, call, write, or e-mail us at the number and addresses provided on your account disclosures.

We may also offer electronic services such as on-line banking or on-line bill pay, which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any on-line instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You will be required to be enrolled in our on-line banking service in order to enroll in our electronic document delivery service. Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other Agreements you have with us.

System Requirements

In order to enroll in our electronic document delivery service or on-line banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have a computer that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need Adobe Acrobat Reader. Adobe Acrobat Reader may be available for download for free via the Internet. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to you on our website or on the on-line banking website or at the time you enroll in the service. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of, and are indeed receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

System Disruptions

You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

Security Safeguards

Even if you enroll in on-line banking or bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you and is intended to safeguard your personal information and all funds held in or by the Credit Union, and to help prevent Identity Theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

Share Account Truth in Savings

Account detail

Payment Frequency: Monthly

Current Rate: See our website for current rates and APY.

Minimum Balance to Earn Dividends: \$100.00

Rate Information

The dividend rate on your term share account is listed above, with an annual percentage yield (APY) also listed above. The dividend rate and annual percentage yield may change every month based on the determination of the credit union board of directors.

Compounding and Crediting

Dividends will be compounded daily and will be credited monthly. If you close your Share account before Dividends are paid, you will not receive the accrued dividends.

For this account type, the dividend period is monthly, for example, the beginning date of the first dividend. Of the calendar year is January 1st and the ending date of such dividend period is January 31st. All other dividend periods follow the same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is February 1st.

Minimum Balance Requirements

The minimum balance required to open this account is \$50.00. A 90-day hold may be placed on that \$50. If you choose to close your account during that time, you will be charged \$50 to close your account.

You must maintain a minimum daily balance of \$50.00 in your account to avoid a monthly service fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee of \$5.00 per month.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Balance computation method

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits

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

Transaction limitations

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic order or instruction. If you exceed the transfer limitation set forth above in any statement period, your account will be subject to closure by the credit union or to a fee listed on a fee schedule. We reserve the right to at any time require no less than a seven day notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

Par value

The par value of a regular share in this Credit Union is \$5.00.

Bylaw requirements

You must complete payment of one share in your Share Savings account as a condition of admission to membership

Nature of dividends

The Board of Directors declares dividends based on current income and available earnings of the credit union after providing for the required reserve transfers at the end of the dividend period. The dividend rate and annual percentage yield shown may reflect either the last dividend declaration date on the account or the earnings the credit union anticipates having available for distribution.

National Credit Union share Insurance Fund

Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

Important information for opening a new account

USA Patriot Act

What 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 to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

Electronic Fund Transfers: Your Rights and Responsibilities

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

Electronic Funds Transfers Initiated by Third Parties –

You may authorize a third party to initiate electronic funds 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 Clearinghouse (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. ACH or other transfers credited to your account are provisional until we receive final payment. We may charge-back or debit your account for the amount of such items under the following circumstances: If the final payment is not received; or if, within the normal handling period for such item, the item cannot be honored against the drawer's account; or if a deposited item is returned to us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or any other circumstance allowed by law.

Examples of these transfers include but are not limited to:

- Preauthorized Credits. You may make arrangements for certain direct deposits to be accepted into your share draft checking or regular share savings account(s).
- Preauthorized Payments. You may make arrangements to pay certain recurring bills from your share draft checking or regular share savings account(s).
- Electronic Check or Draft Conversion. You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payment to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code, and as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account.

CU*Talk Telephone Transfers – Types of Transfers –

You may access your account by telephone at (888) 429-7478, using your personal identification number, a touch tone phone, and your account numbers, to:

- Make payments from share savings to loan accounts with us
- Make payments from share draft checking to loan accounts with us

ATM Transfers – Types of Transfers and Dollar Limitations –

You may access your account(s) by ATM card and personal identification number or MasterMoney card and personal identification number, to:

- Make deposits to share draft checking account(s)
- Make deposits to regular share savings account(s)
- Get cash withdrawals from share draft checking account(s)
 - you may withdraw no more than \$500.00 per day
- Get cash withdrawals from regular share savings account(s)
 - you may withdraw no more than \$500.00 per day
- Transfer funds from regular share savings to share draft checking account(s)
- Transfer funds from share draft checking account(s) to regular share savings account(s)
- Get information about:
 - the account balance of share draft accounts
 - the account balance of share savings accounts
 - the last 20 transactions on these accounts

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

Types of MasterMoney Card Point-Of-Sales Transactions –

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

- Point-Of-Sale Transactions – dollar limitations – Using your card:
 - You may not exceed \$2000.00 in transactions per day.

Currency Conversion. If you effect a transaction with your MasterMoney Card in a currency other than US Dollars, MasterCard International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

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

It'sMe247 Computer Transfers – Types of Transfers –

You may access your account(s) by computer 24 hours a day using your member number and password to:

- Transfer funds from share draft to share draft
- Transfer funds from share draft to share savings
- Transfer funds from share savings to share draft
- Transfer funds from share savings to share savings
- Make payments from share draft to loan accounts with us

- Make payments from share savings to loan accounts with us
- Get information about:
 - the account balance of share draft accounts
 - the last deposits to share draft accounts
 - the last withdrawals from share savings accounts
 - the last 20 transactions on these accounts

Fees

We do not charge for direct deposit to any type of account.

We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

Documentation

- Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- 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 (269) 684-6005 to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly statement from us for your share draft checking account(s).

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

Preauthorized Payments

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

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

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

- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

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

We will not be liable, for instance:

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

Confidentiality

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

- (1) Where it is necessary for completing transfers
- (2) In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant
- (3) In order to comply with government agency or court orders as explained in the separate Privacy Disclosure

Unauthorized Transfers

(a) Consumer liability.

Generally, 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 (plus your maximum overdraft line of credit). If you tell us within 2 business days, zero liability will apply if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, Regulation E limitations will apply.

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 a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits on Liability for MasterMoney Card when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your MasterMoney Card when used for point-of-sale transactions if: you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, if you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and if your account is in good standing. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for transactions or transactions not processed by MasterCard.

(b) 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 telephone number or address listed in this brochure.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

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

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Your Ability to Withdraw Funds

This policy statement applies to "transaction accounts". Transaction accounts, in general, our 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. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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

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

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

If you make a deposit at an ATM before 2:00 P.M. EDT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 2:00 P.M. EDT or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would 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:

Case by Case Delays

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

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh 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 deposit to your account will be available on the day we received the deposit.

Funds from deposits of cash, wire transfers, and federal, state, and local government checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you.

The excess over \$5,000 will be available on the ninth business day of your deposit. If you are deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

Courtesy Pay

Courtesy Pay may allow members who are in "good standing" to overdraw their personal checking account up to \$500.00. To be in "good standing", you must be making regular deposits sufficient to cover transactions; by bringing the account to a positive balance at least once every 30 days or less; there cannot be any legal orders outstanding on the account; you must not be more than 30 days past due on any Credit Union loan or delinquent on any other obligation to the Credit Union; your account is not being reviewed for fraudulent activity or transactions; the primary account owner cannot be less than 18 years old; your account cannot be classified as inactive; we must have a valid address for you; you cannot have any unresolved prior loss with the Credit Union; you cannot be reported on ChexSystems or any other negative indicator.

Your Courtesy Pay may be suspended or permanently removed if your account is no longer in "good standing". The financial institution's Courtesy Payment plan is a non-contractual courtesy and is discretionary. It is not an obligation of the Credit Union and the Credit Union may refuse to provide the courtesy on any share draft account at any time. The accountholder does not have a contractual right to Courtesy Payment and courtesy payment is not guaranteed by the Courtesy Payment plan. We have no obligation to notify the accountholder before we pay or return an item. We may limit the number of accounts eligible for Courtesy Payment to one account per household. Additionally, we reserve the right to not approve any overdrafts against any account, until we can verify that the account is being maintained in good standing, as defined above.

If you overdraw your account, we may, at our discretion, pay overdrafts up to the \$500.00 limit. You will be assessed either an NSF Fee or Courtesy Pay Fee, but not both. These fees will be included in the \$500.00 limit. The fee for overdraft transfers is set forth on the Fees Schedule. The amount of any overdrafts, plus our Non-Sufficient Funds and/or Courtesy Payment charge(s) that the accountholder owes us, are due and payable upon demand. If we pay an overdraft on an account with more than one (1) owner on the signature card, each owner, and/or agent where applicable, drawing/presenting the item, thereby creating the overdraft, are jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Courtesy Payment charge(s). Any Member using Courtesy Pay, that has a negative balance, should bring the account positive within 15 days.

Courtesy Pay will be available for all checks written, in-person withdrawals, ACH transactions, preauthorized automatic transfers, internet banking, and telephone banking. Courtesy Pay will **not** be available for ATM and everyday debit card transactions **unless** you authorize the Credit Union by completing an ATM/Debit Card Opt-in Form. If you have consented to Courtesy Pay for ATM transactions, please verify your balance before initiating an ATM cash withdrawal. All overdrafts will be subject to our Courtesy Pay fee for each withdrawal, if there are not sufficient funds to cover the transaction. The order in which items are presented may affect the total fees assessed to your account. ACH items are paid, based on dollar amount, from lowest amount to highest amount.

The Credit Union uses your available balance when determining if a Courtesy Pay fee will be charged.

Please be aware that holds placed on your account for pending electronic transactions reduce your available balance and may cause your account to become overdrawn. The Credit Union posts debit card transactions as we receive them from merchant payment processors, therefore we cannot guarantee the order in which items are deducted. Each transaction that clears your account while the available balance is negative is subject to its own courtesy pay fee.

If you receive a direct deposit of your monthly Social Security payment into your checking account and do not want Courtesy Pay eligibility, you must advise us to stop us from paying your overdrafts with these funds. Members who receive a Social Security, federal direct deposit, or any other entitlement benefit must opt out if they do not want the Credit Union to apply those funds to pay an overdraft.

Opting Out. If you do not want Courtesy Pay on your account, please contact Member Services for an opt out form. Forms can be mailed in to 507 E. Main Street Niles, MI 49120 or fax to 269-684-6173. There is no additional cost for Courtesy Pay. By signing and returning the opt out form to us you are instructing us to return unpaid any items presented against insufficient funds, including electronic items. We will deny overdraft access through any electronic channels such as ATM or debit card transactions. Even though you have opted out, you will still be charged our NSF fee for each item returned.