CONSUMERS PROFESSIONAL CREDIT UNION

CPCU.CO

# Account Agreement and Disclosure

NATIONAL CREDIT UNION ADMINISTRATION NCUA 1934

EQUAL HOUSING OPPORTUNITY

## Purpose of Agreement

This Account Agreement defines the relationship between you and Consumers Professional Credit Union (CPCU). It contains the rules which govern your account(s) with us. Please read this Agreement and keep it for future reference.

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

Please refer to the important disclosure documents listed below, which have been provided to you separately, for more information about the terms and conditions related to your account (s):

- Member Services Price List
- Funds Availability Policy Disclosure
- Privacy Policy Disclosure
- Truth in Savings Disclosure
- Electronic Fund Transfer Disclosure and Agreement

By signing the signature card and continuing to maintain an account or accounts with us, you agree to the rules set forth in this Account Agreement & Disclosure, and you agree to comply with our by-laws, and any amendments to our by-laws, in effect from time to time. You agree to pay any fees we may charge, and you give us the right to collect any such fees, when earned, directly from your account(s). You will be provided with a separate schedule of rates, qualifying balances, and fees. If you have any questions, please call us at 517-372-2400 or 1-800-292-2728.

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 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;

We may permit some variations from this 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.

Temporary Account Agreement – If your signature card indicates that your account has been opened under a Temporary Account Agreement, each person who has signed in the space designated for signatures may transact any business on this account, unless indicated to the contrary on the signature card. If you fail to comply with the requirements we have imposed within a reasonable period of time after we have opened your account, we may restrict or terminate this account.

## Membership in the Credit Union

Credit Union membership may be granted to applicants who are within the Credit Union’s common bond, as outlined in the Credit Union’s charter. Eligible persons or entities include:

- All people who live, work, or worship in the Michigan counties of Allegan, Barry, Branch, Calhoun, Cass, Clinton, Eaton, Genesee, Gratiot, Hillsdale, Ingham, Ionia, Jackson, Kalamazoo, Lenawee, Livingston, Monroe, Oakland, Saginaw, Shiawassee, St Joseph, Van Buren, Washtenaw and Wayne
- Members of record and member groups being served by the merged B.C. Consumers Federal Credit Union as of December 31, 1996, the merged Wesley Credit Union as of December 31, 2002, the merged K&E Federal Credit Union as of December 31, 2008, and the merged Saginaw County Employees Credit Union as of July 1, 2023.
- Any person who receives a retirement annuity, pension, social security, or similar retirement payment from private or government sources, and lives in, or belongs to a retirement organization located in the county, or in a county contiguous to the county where the Credit Union's principal place of business is located.
- Employees and/or members of businesses and organizations who endorse CPCU and its services and are designated as Select Employer Groups are eligible for membership in CPCU. A list of these groups is maintained by CPCU.
- Immediate family members of the foregoing members may also qualify for membership.
- Any legal entity that is comprised for the most part of the same general group as the membership of CPCU as outlined above.
- A spouse of a deceased member, if accepted into membership prior to remarriage.

Membership in CPCU is a lifetime membership provided that you keep your membership in good standing. The bylaws provide that once a member always a member even if you retire, change jobs or move to a new location.

## Account Ownership and Survivorship Features

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.

1. **Individual Account** - is owned by one person.

2. **Joint Account-With Survivorship (and Not as Tenants in Common)** - is owned by two or more persons, with right of survivorship. Each joint owner intends that, upon his or her death, the funds in the account will belong to the survivor(s). If two or more owners survive, each will own the balance in the account as joint tenants with right of survivorship, and not as tenants in common. Each joint owner understands and agrees that all funds, regardless of when they are paid into the account by any joint owner, shall be owned by and may be withdrawn by or paid to any joint owner. Any withdrawal by or payment to a joint owner, or any survivor(s), shall be valid and shall discharge the Credit Union from any liability for such payment. Only the primary account owner, as reflected in our records, is authorized to close the account and withdraw par value. All joint owners are liable to the Credit Union for any overdrafts that may occur, regardless of

whether a benefit has occurred. Any checks or share drafts cashed against any account(s) are subject to collectability from such account(s) if such checks or share drafts are returned unpaid. Any joint owner may pledge any or all of the shares on deposit as collateral security for a loan or loans, and such funds may be used to satisfy the obligation(s) or garnishment of any joint owner of the Account. We may, at our option, honor a written request by a joint owner to freeze funds on deposit in the account(s), and if we do, the account will remain frozen until we have received a subsequent written request, signed by all owners of the account, as to the disposition of funds in the account.

3. **Minor Accounts** - For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under applicable state law who shall be jointly and severally liable to us for any of the other owners' transactions, such as, but not limited to, returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the account/signature card if the minor can sign his or her own name, but may accept the representative signature of the minor's apparent guardian, parent, or any other adult on the account/signature card or for any transaction on behalf of the minor where we may require a signature. We will require a minor's signature on the account/signature card before a minor can make an individual withdrawal on any account. We have no duty to inquire of the use or purpose of any transaction by the minor or any account owner. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

4. **Revocable Trust Account** - If two or more persons create such an account, they own the account jointly with right of survivorship. Revocable Trust Accounts must name at least one beneficiary. All funds deposited in the account must be held in trust for the beneficiary (ies), subject to the right of the persons creating the account to revoke the trust, in whole or in part, by and to the extent of, the withdrawal of funds from the account. Beneficiaries acquire the right to withdraw funds only if: (a) all persons creating the account have died; and (b) the beneficiary is alive (if the beneficiary is a natural person) or is in operation as a validly constituted, registered and/or licensed entity (if the beneficiary is a charity or other non-profit organization). If the beneficiary dies (in the case of a natural person), or is no longer in operation as a validly constituted, registered and/or licensed entity (in the case of a charity or other non-profit organization), The Trust is terminated. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without right of survivorship. Any person(s) creating this type of account shall have the right to: (a) change beneficiaries; (b) change account types; and (c) withdrawal all or part of the funds on deposit at any time.

5. **Representative Payee Accounts** - The representative payee agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA authorization designating the representative payee and

such other documents and authorizations as we may deem necessary or appropriate. In opening a representative payee account, the Credit Union acts only as a depository for the beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee. The representative payee agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, cost, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the representative payee.

6. **Sole Ownership (Sole Proprietorship) Accounts** - Are business accounts for individuals who own all of the assets and owe all of the liabilities of the business, and operate in their own personal capacity. If you open such an account, you must warrant that you are the sole owner of the business and, for businesses operating under an assumed name (d/b/a), must also warrant that all necessary paperwork has been filed with applicable government agencies. You must also furnish us with any documents that we request to establish the identity of any person or persons who may be conducting transactions on behalf of the business. You must take all necessary steps to ensure that in the event of your death, your estate will release and indemnify the Credit Union for any payment made at the direction of an authorized signer of the account, provided that the Credit Union has not received actual notice of your death prior to such payment being made.

7. **Partnership, Corporation and other Organizational Accounts** - we will require a separate, duly executed authorization form, that designates the person(s) ("authorized signers") permitted to conduct transactions, including the deposit and withdrawal of funds, on behalf of the partnership, corporation or organization. We will continue to rely on such authorization according to its terms until it is amended or terminated in writing by the governing body of the partnership, corporation or organization. The Credit Union shall not be liable for the actions of any authorized signers, nor shall it be obligated to ensure that their actions are in accordance with any instruction they have been given.

## Agents; Authorized Signer; Power of Attorney

An agent is someone who you authorize to have access to your account on your behalf, either by having them sign the signature card for the account as an authorized signer, or by use of separate document, such as a power of attorney. An agent is not an owner of the account. For individual accounts, an agent may be appointed by the owner of the account. For joint accounts, an agent may be appointed only when each owner of the joint account has executed a separate power of attorney naming an agent. The Credit Union may, at its sole discretion, refuse to accept any agency account, authorized signer, or power of attorney. The owner(s) of the

account are solely responsible for the acts of any agent, authorized signer, or party appointed under a power of attorney, and the Credit Union has no duty or obligation of any kind to monitor

or insure that the acts of such agent, authorized signer, or party appointed under a power of attorney are at the direction of, or for the benefit of, the account owner.

## Account Transfer

Your account(s) may not be transferred or assigned by you or by any agent, authorized signer or party acting under a power of attorney.

## Accounts Determined Dormant

A Prime Share account will be classified as Dormant when a period of one year has been reached without any transactions, other than dividend postings, occurring on that share. After one year your account will be assessed a monthly dormancy fee, (see Price List). The funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of at least 3 years. State law establishes a procedure, known as escheatment, under which unclaimed property must be surrendered to the appropriate state authority. The Credit Union is not responsible if your account becomes subject to escheatment in accordance with applicable law, and once your funds have been escheated, we will no longer have any liability with respect to those funds.

## Deceased Account Owners, Claims and Transactions

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of the death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to (10) days after a death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

## Account Maintenance/Change of Address

You agree to keep us informed about your current contact information at all times. This includes your address, phone number and e-mail address as well as your legal name. Should your contact information change, you may log into your account on CPCUi to change your address, phone number or email address. You may also contact the Credit Union for the proper documentation for account maintenance, which will require the account holder's signature. We may require additional documentation to change a legal name or other information on an account. Notice from us to any account owner is notice to all account owners.

## Amendments; Account Suspension; Termination

We may change our by-laws and any terms 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.

We have the right to suspend the benefit of any member services at any time for reasonable cause including, but not limited to, circumstances under which you violate the terms of this agreement or we deem it necessary to protect the Credit Union and its members from unreasonable risks or potential losses. If we

suspect fraudulent activity with respect to your account or have been negligent in protecting any access devices or codes (including ATM Cards, Debit Cards, or Credit Cards, and any related accesses codes or personal identification numbers), we may immediately limit, restrict, freeze or close your account. If we do, we will provide you with reasonable notice of our action. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change in account status, or after the account closure has become effective.

Items presented for payment after your account has been closed will be returned unpaid. In the event you close your account, you are responsible for leaving sufficient funds in your account to cover any outstanding items and/or charges that are to be paid from your account. We reserve the right, at our sole discretion, to pay any share draft presented for payment from your account after your account has been closed by you, or suspended or terminated by us, and if we do, we may recover such payment from you.

## Indemnity

You agree to indemnify and hold harmless the Credit Union and the Credit Union's successors and assigns from any liability, action, claim, suit, loss or damage that may arise out of any action or inaction on our part, or any failure on your part to abide by the terms and conditions of this agreement. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

We will furnish you with reasonable and timely notice in the event of any claim, and you shall thereafter, at your own expense, defend, protect and hold harmless the Credit Union against any liability, action, claim, suit loss or damage arising therefrom. If you fail to indemnify and/or hold us harmless, we have full rights to defend, pay or settle such claim on your behalf without further notice to you, and we shall have the full right of recourse against you for all fees, costs, expenses and payments made, or agreed to be paid, in connection with discharging such claim. You agree to pay all reasonable attorneys' fees necessary to enforce this provision.

## Lien and Security Interest in Account Funds

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

Our right to repayment does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction(s) under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor

occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of repayment.

## Account Access

1. **Deposits** - Any item, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. Transactions left in the night drop box will be received and recorded on the next business day that the Credit Union is 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 base our dividend payment 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.

2. **Direct Deposits** - If, in connection with a direct deposit plan, we deposit any 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 as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

3. **Withdrawals** – You or any one of you who signs in the space designated for signatures on the signature card (including any agents) may withdraw or transfer any other parts of the account balance at any time on forms approved by us. Only the primary member may withdraw par value and close the account. Each of you (until we receive written notice to the contrary) authorizes each other 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 before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdraw requests which overdraw 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 may, unless prohibited by law or our written policy, refuse any withdrawal 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 stated limitations (if any) may eventually force us to close this account. We will use the date on which 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 the account as explained

in our by-laws. Withdrawals from a certificate of deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

4. **Restrictions on Withdrawals from All Accounts** - In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

5. **Telephone Transfers** - An oral telephone call (person to person) may be used to transfer funds from this account to another account with us, if otherwise permitted or arranged for, and may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

6. **Pledges** - The owner of the account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any joint account survivor or trust account beneficiary becomes effective. For example, if the owner pledges the deposit evidenced by this agreement for a debt (i.e. uses it to secure a debt) and then dies, (1) the surviving joint tenant's rights in the account do not take effect until the debt has been satisfied and (2) the debt may be satisfied with the funds in this account.

7. **Credit Reporting Notice** - To the extent permitted by law, the Credit Union may report information we collect about your account to credit bureaus. Information about missed payments, late payments, or other defaults on your account may be reflected in your credit report.

8. **Severability** - If any provision of this agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, such determination shall not affect the remaining portions of this agreement.

9. **Forbearance Not a Waiver** - If we delay or fail to exercise any right, remedy, power or privilege available to us under this agreement, any such delay or failure is not a waiver and will not disallow or affect our ability to exercise such right, remedy, power or privilege in the future.

10. **Governing Law** - This agreement is governed by the laws of the state of Michigan, except to the extent that federal law controls.

## E-Services Agreement

1. By signing the E-Services Enrollment Form, CPCU will provide Electronic Services such as CPCUi, iPayPlus, Mobile APP, E-Documents and E-alerts. Remote Deposit Capture (RDC) and Third Party (External) Transfers are electronic services provided to members who meet eligibility and enrollment requirements. Please see RDC and Third Party (External) Transfers separate disclosures for terms and conditions. E-Services permit access to member account information and, upon request, allow account transactions to be conducted. By accessing these services you verify that you are an account holder or you have full legal authority granted by the account holder to obtain information and conduct transactions.

2. E-Services require you to confirm your access to the E-Document product and to preview the test statement provided before you receive your documents electronically. You have the right to withdraw consent to electronic documents. To do so you must submit a written withdraw request, which includes your name, account number and withdrawal request to the address listed in this agreement. Once we receive this request, we will discontinue your access to E-Documents and we will renew mailing of your paper statements. There may be fees associated with mailing paper statements as outlined in our Member Services Price List.

3. Once you receive access to E-Documents, should you need a paper copy of a statement, you must submit a written document request by mail, fax or delivery to a branch location. Certain fees may apply for paper copy requests as stated in our Member Services Price List.

4. Once you have enrolled in E-Services, you are required to keep your electronic contact information up to date. Should your electronic contact information change at any point after enrollment, you may log into your account on CPCUi to change your address, phone number or email address. You may also contact the Credit Union for the proper documentation for account maintenance, which will require the account holder's signature. We may require additional documentation to change a legal name or other information on an account.

5. CPCU has provided an Account Number or Username and a Password which are required in order to access E-Services. You authorize CPCU to follow any instruction entered through CPCUi and/or the Mobile APP using your password. You are responsible to make sure that the Account Number and Password are maintained in a secure manner and not disclosed to any person who is not authorized to obtain account information or conduct transactions on your account.

6. CPCU and any other companies or entities involved in the design, development or operation of E-Services are not responsible and shall not have any liability for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transactions

conducted on any account which occur prior to notification by you to CPCU that the Account Number or Password may have been disclosed to or obtained by any unauthorized person, other than those transactions for which we are responsible, as explained through our Electronic Fund Transfer (EFT) agreement.

7. If you use any method of storing the Account Number and Password on your computer, you are solely responsible for any access obtained to account information or any transactions conducted on any account. If you have reason to believe that the Account Number or Password have been disclosed to or obtained by an unauthorized person, you are required to immediately notify CPCU.

8. In order to use E-Services, E-Documents, E-Alerts and CPCUi, you are required to use browser software which utilizes current and appropriate security protections. You must use a browser which supports TLS1.2 or higher encryption. If you fail to use current appropriate browser software, CPCU and any other entities involved in the design, development or operation of E-services are not responsible for loss, expense, injury, cost or damage resulting from any access obtained to account information or any transaction conducted on any account.

9. When connected to or using E-Services you are required to ensure that no unauthorized persons have access to your device. If you fail to maintain direct control and supervision over your device or otherwise fail to ensure that no unauthorized persons have access to your device when connected to or using E-services, CPCU and any other companies or entities involved in the design, development or operation of E-Services are not responsible for any loss, expense, injury, cost or damage resulting from any unauthorized (non-authorized) access obtained to account information or any transactions conducted on any account.

10. By accepting this agreement, you acknowledge that you have received a CPCU Account Disclosure and Agreement including an Electronic Funds Transaction Agreement, Truth in Savings and Privacy Disclosure and have read the terms of this agreement and that you agree to be bound by these terms. Further, you understand that by accepting this agreement, the current date will be logged as part of your account records and E-Services will be activated for your account.

## Your Statements

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payment or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 60 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care.

## Our Responsibility for Errors

In case of errors or questions about your electronic transfers, call us at (517) 372-2400 or write to us at:

**Consumers Professional Credit Union**
**525 W. Willow**
**Lansing, MI 48906**

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. If we do not receive your request in writing, this may postpone our investigation. Once you have contacted us about a suspected error, we will begin the investigation process.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct the error promptly (we may take up to 90 days for final resolution if the sale involved a point-of-sale transaction or a foreign initiated transfer). If we do this, we may institute provisional credit for the disputed amount into your account within 10 business days 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 decide that there was no error, we will reverse the provisional credit (if credited). We will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we use in our investigation.

## Your Checking Account

1. **Payment Order of Items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Funds are to be available before opening of the business day – See Disclosure Handbook. The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process electronic transactions (such as ACH, ATM, Debit Cards, pre authorized automatic transfer, telephone initiated transfers or other), checks and similar items first – in the order in which they are received for the day on which they are processed. If a check, item, or transaction (other than an ATM or every day debit card transaction) is presented without sufficient available funds in your account to pay it, we may at our discretion pay the item (creating an overdraft),

or return the item for insufficient funds (NSF). The amounts of the overdraft and NSF fee are disclosed in the Price List. You have the right to opt-in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid items being presented without sufficient funds, and potentially incurring the resulting fees.

2. **Stop-Payments** - A stop-payment order must be given in the manner required by law and must be received by us in time for us to have a reasonable opportunity to act on it (e.g.: before the said item is presented for payment). A stop-payment order must precisely identify the number, date and amount of the item, and the payee. If you ask us orally to stop the payment on a share draft, we may do so, but for such request to remain valid, you must give us a written request within 14 days after you make an oral request. A written request for a stop-payment is effective for 6 months. If, at the end of the 6-month period, you request that we continue your stop-payment order, we will treat that request as a new request. Additional limitations on our obligation to stop-payment are provided by law.
   We will honor a stop-payment request by the person who signed the particular item. We will also honor a stop-payment request by a person who did not sign the item if that person has an equal or greater right to withdraw from the account than the person who signed the item in question. A release of a stop-payment order may be made only by the person who initiated the stop-payment.
   We are not liable if we pay a share draft on which you have requested a stop-payment as long as we act in good faith and exercise ordinary care, but in any event, our liability for any damages in connection with a stop-payment request will not exceed the amount of the item on which stop-payment has been requested. If we pay an item on which you have requested stop-payment and, as a result, any other item is returned by us unpaid due to insufficient funds, we are not liable for any resulting consequences, fees or charges.

3. **Postdated Checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act.

4. **Check Cashing** - We may charge a fee if minimum balance requirements are not met in your account and/or there are not available funds to match the check/draft being cashed or other instrument being presented. See Price List.

5. **Stale-Dated Checks** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a Stop-Payment Order on the check in the manner we have described elsewhere.

6. **Facsimile Signatures** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the

payment of money, that are drawn on us regardless of by whom or by what means any facsimile signature(s) may have been affixed, so long as they resemble the facsimile signature specimen of the signature card or that are filed separately with us, and contain the required number of signatures for this purpose.

7. **Truncation, Substitute Checks, and Other Check Images** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specification for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

## Responsibility for Overdraft

**Prime Share** - If you complete a transaction which creates an overdraft in your Prime Share Account, the overdraft is due and payable the moment it occurs and you agree to pay the full amount of it to us. You have also authorized us in such cases to apply, from any other shares you may have designated in the Credit Union, the amount necessary to pay the overdraft amount plus any fees.

**Share Draft/Checking** - If you complete a transaction which creates an overdraft in your Share Draft Account, an automatic transfer* will be made from your Prime Share Account or other designated account to cover the overdraft in accordance with the overdraft instructions you have provided to us. If there are insufficient funds to make a transfer and no other overdraft protection services or lines of credit are available, the transaction will be processed even if it causes your account to become overdrawn, and applicable fees* may apply for each item as listed in the Member Services Price List.

Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including, but not limited to, deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws.

For more information about options for Overdraft Coverage or personal lines of credit for this purpose, please contact the Credit Union.

## Overdraft Coverage Agreement

Overdraft Coverage (OC) is a service that may allow us to pay a submission presented for payment against a member's account

*Please see Member Services Price List.

even if it causes the account to become overdrawn. OC may provide certain account holders in good standing with the ability to overdraw their checking account, including the Checking Protection fees* (CP), to a maximum of $750. There is no fee for this service unless it is used to pay a submission.

If an account has been open for at least 90 days and maintained in good standing, defined as:

- making regular deposits sufficient to cover transactions;
- bringing the account to positive balance at least every 30 days or less;
- having no CPCU loan or account that is 60 days or more past due; and
- there being no legal orders, levies or liens against the account;

We may, at our sole discretion, pay overdrafts up to the limits mentioned above, including our normal CP fee(s).

We will notify you if an overdraft occurs. Whether we pay or return a submission, the account will be assessed a per submission fee either as a CP Fee (See Price List) or a Non-Sufficient Funds (NSF) Fee (See Price List). The total fees you have paid for both OC and NSF will be reflected on your statement for both the current month and year to date total.

Overdraft Coverage (OC) may cover paper checks, paper checks converted to electronic funds transfers (EFT) and ACH payments. The OC limit will not be reflected in your balance provided by a teller, at the ATM, or by CPCUi. You must tell us if you want to opt-in to OC protection on everyday ATM and debit Card transactions. We may refuse to pay an overdraft at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or if based upon review of your account management, we determine that you have too many overdrafts or are using OC as a regular line of credit. This non-contractual service of paying overdrafts requires no account holder action. It is not a loan. No additional agreements need to be signed. It costs nothing unless this service is used – by initiating checks or electronic funds transfers for an amount greater than the funds available in the account. Before activating OC we will first exhaust the options of automatic transfer from a share account which includes a fee (See Price List) and/or any Cash On Demand loan transfer (lending rates apply). We will pay share draft items from smallest to largest so that the greatest number of member items is paid.

You may opt-out of this service by notifying us in writing at any time. If you have questions about the service please call us at 517-372-2400.

## ATM and Debit Card Agreement and Disclosure

This agreement and disclosure is a contract, and it sets forth your rights and responsibilities. The terms and conditions in this section are binding on you and on us with respect to the use of your Automated Teller Machine Card (ATM Card) and Debit Card (Visa Debit Card), and any additional or replacement cards that we may issue from time to time.

CPCU offers ATM Cards and Visa Debit Cards which allow you to

*Please see Member Services Price List.

make certain electronic fund transfers. In some cases we may honor your request to issue ATM Cards and Visa Debit Cards to two or more persons that may access the same account(s).

***Please refer to the Electronic Fund Transfer Disclosure that we have furnished to you separately for more information on the types of transfers that may be made, any limitations on such transfers, and other important information. The Electronic Fund Transfer Disclosure includes important information about your rights and responsibilities, and the rights and responsibilities of the Credit Union with respect to electronic fund transfers.***

When we issue you an ATM Card, we will furnish you with a Personal Identification Number (PIN) that may be used in Automated Teller Machines (ATMs) to make deposits and cash withdrawals, and to conduct other transactions such as inquiries or balance transfers between accounts. When we issue you a Visa Debit Card, we will also furnish you with a PIN that may be used in ATMs to make deposits and cash withdrawals and to conduct other transactions such as inquiries or balance transfers between accounts. Your Visa Debit Card may also be used to make purchases of goods and services, and in some cases to withdraw cash, at participating merchants ("point of sale"). Some purchase transactions with your Visa Debit Card may require use of your PIN, while others may require your signature. In any event, use of your ATM Card and PIN or Visa Debit and PIN (or VISA Debit Card and signature) by you or any person with actual, apparent or implied authority to use your ATM Card or Visa Debit Card, constitutes your authorization to us for us to debit the funds on deposit in your account(s) to complete the transaction. To limit your liability you must notify us of withdrawal of authorization to any person with actual, apparent, or implied authority to use your ATM or Visa Debit Card. If we furnish you with an ATM Card or Visa Debit Card that you did not request, but you subsequently ask us to furnish you with a PIN and you thereafter use the ATM Card or Visa Debit Card and PIN (or signature), your use constitutes your acceptance of the ATM Card or Visa Debit Card, and authorizes us to debit the funds on deposit in your account(s) to complete the transaction.

If you complete any approved transaction using your ATM Card or Visa Debit Card, and there are insufficient funds available at the time of presentation of the transaction to the Credit Union, the transaction may be completed even if it causes your account to become overdrawn. In such case, the funds and any applicable fees as outlined in the Member Services Price List may be taken from any available balance in your share savings or share draft/checking account, or any other designated account you may have with us (excluding any government-approved tax deferral account such as IRA or Keogh account), including any overdraft line of credit.

If you want us to pay one-time ATM and Visa Debit Card transactions using our Overdraft Coverage (OC), you must opt-in (affirmatively select) by using the procedures outlined in the Overdraft Coverage Disclosure we have furnished to you separately, if you do not, and you do not have an overdraft line of credit or sufficient funds in other accounts with us, we may decline to process any transaction that would cause your account to become overdrawn. Please contact us if you have any questions about our Overdraft Coverage policy.

If you use your card to make a purchase(s) and/or cash advance(s)

in foreign currencies they will be billed to you in U.S. dollars. The exchange rate for transactions in a foreign currency will be 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. Please see the Member Services Price List for any applicable fees.

The following additional services and rules apply to any Visa Debit Card we issue to you:

- You may not access your Prime Share, or club savings account, or any money market account at point of sale terminal. Your checking account, which is linked to your Visa Debit Card, will be debited for the amount of your purchase including all cash back amounts.
- Point of sale transactions are handled electronically, and may be transmitted immediately. By performing these point of sale transactions, you agree that we may place a hold on funds in your account as soon as we receive notice that you have performed a point of sale transaction. Your account will actually be debited for the amount of the transaction shortly after this time.
- If you become indebted to us in any manner due to a point of sale transaction or any other electronic fund transfer transaction, then to the extent permitted by law we may use the funds in your account (other than any government-approved tax deferral account such as an IRA or Keogh account) at any time and without any notice to you to pay off the debt (i.e., we may use our right to set-off against your account). If we make a set-off against your account, you agree to release us from all liability arising out of the set-off. In addition to these rights, you also authorize us to draw on any line of credit you have attached to any of your accounts to pay any debt you may owe to us as a result of a point of sale transaction.
- There may be up to a $1000.00 limit per business day for any point of sale transactions.

## E-Transfers Services

CPCU offers several options for members to move money as an electronic funds transfer from or to your Credit Union account. These options include **Same Day, Next Day, Recurring and International Remittance Transfers.** Please refer to the current Price List for applicable fees, and to the current E-Transfers Services Brochure for product descriptions, requirements and limitations. Electronic funds transfer instructions received after the Credit Union's cutoff time, as disclosed in the E-Transfers Services brochure, or on a day the Federal Reserve Bank observes as a holiday, will be processed the following business day.

**Same Day E-Transfers and International Remittance Transfers**
By requesting an E-Transfer, you authorize CPCU to use any means it deems suitable for the transmission of the funds and understand and agree that in carrying out the electronic funds transfer, the Credit Union acts only as an agent. You agree and acknowledge that you are responsible for any errors resulting from incorrect/inaccurate information you provide to us. You hereby release the Credit Union from all liabilities from any loss you may incur, unless the loss arises out of the Credit Union's failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with

your instructions given pursuant to this authorization.

If you originate a funds transfer and your authorization identifies, by name and number, a beneficiary bank, an intermediary bank, or a receiving bank and beneficiary's account number, and the name and number identify different persons, you understand that we may rely solely on the identifying number, and payment of the order may be made solely on the basis of the number, even if it identifies a financial institution, person or account other than the one you identified by name.

The Credit Union may use the FedWire System or Alloya Federal Corporate Credit Union for electronic funds transfers. These services are subject to Article 4A of the Uniform Commercial Code (UCC). FedWire transactions are covered by the Federal Reserve Board's Regulation J, Subpart B (12 CFR 210.25 et seq.). Terms used in this Agreement that are not otherwise defined herein shall have the same meaning as defined in Article 4A of the UCC (Ucc-4A).

You understand and agree that any E-Transfers you request may be processed through one or more Automated Clearing Houses (ACH) and will be subject to ACH association rules. The Credit Union will comply with all operating rules of the National Automated Clearing House Association (NACHA) when processing E-Transfers. These rules provide, among other things, which payments made to you, or originated by you, are provisional until final settlement is made though a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the UCC. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire transfer of ACH, we are not required to give you any notice of the payment order or credit, The Credit Union has no influence or responsibility for fees or surcharges imposed by other financial institutions involved in the transfer of the funds.

If you requested cancellation of a funds transfer after you have initiated it, we are not obligated to honor your request. If we attempt to cancel the funds transfer or are unable to stop it from occurring, we are not responsible for any loss you may incur because of our inability to cancel the transfer. In the event we are able to cancel a transfer after it has been initiated, you understand that the Credit Union will not be liable to make any refund to you until after the Credit Union receives confirmation of the retuned funds.

Financial institutions are requested by law to scrutinize or verify an International ACH Transaction (IAT) that is received against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments

**International Remittance Transfers**
A "Remittance Transfer" is an electronic transfer of funds primarily for personal, family or household purposes that is sent behalf of consumer (the "Sender") by a "Remittance Transfer Provider" to a "Designated Recipient" that is to be received by that Designed Recipient at a location in foreign country. These international funds transfers are governed by the Electronic Fund Transfer Act

("EFTA"; 15 U.S.C.A 1693 et seq. and Regulation E, Subpart B (12 CFR 1005.30 et seq.. In the event that an international electronic transfer of funds is a Remittance Transfer as defined in the EFTA, we will provide you with the appropriate disclosures at the time of such Remittance Transfer, as required by Regulation E. The Credit Union may use Alloya Federal Corporate Credit Union to process such transfers. Alloya Federal Corporate Credit Union may use Western Union for International Remittance Transfers.

## Electronic Records

To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial service industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storages shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

## E-mail and Facsimile Communications

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim for damages arising or in any way related to our responses to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validly of, or to verify the authenticity of, any e-mail or other electronic communication we may receive, and may respond to an e-mail with the address provided with the communication, the e-mail address on your Membership Application and Signature Card, or any other application or written communication actually received by us.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail request until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise you may call the Credit Union at the telephone number on this agreement.

## CPCU Contacts

*After hours lost or stolen Visa*

**1-800-991-4961**

*After hours lost or stolen ATM/ Debit Card:*

**1-833-337-6075**

## Visit CPCU.co

Lansing
525 W Willow
Lansing, MI 48906

**517-372-2400**

Eaton Rapids
1515 S Main Street
Eaton Rapids, MI 48827

**517-663-8176**

Battle Creek
687 Capital Ave S.W.
Battle Creek, MI 49015

**269-964-2713**

Saginaw
1700 Court Street
Saginaw, MI 48602

**989-793-9188**

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