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Membership and Account Agreement

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This is the Agreement between you (the "member") and FINANCIAL PLUS CREDIT UNION ("Credit Union"), a State Chartered Credit Union, of Flint, Michigan, regarding your accounts with the Credit Union. By establishing a membership account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

You should retain a copy of the Agreement and feel free to contact the Credit Union if you have any questions. This Agreement also includes certain disclosures required under the National Credit Union Administration, State of Michigan Department of Insurance and Financial Services, Consumer Financial Protection Bureau, and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Michigan Electronic Funds Transfers Act, the Funds Availability Act (Regulation CC), the Reserve Requirements of Depository Institutions (Regulation D), the National Credit Union Administration (NCUA) Rules and Regulations Part 707 (Truth-in-Savings Act), Part 716 (Privacy of Consumer Financial Information), Part 717 (Fair Credit Reporting) and Part 748 (Safeguarding Member Information), Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (PATRIOT ACT), the Michigan Unclaimed Property Act, Michigan Credit Union Multiple-Party Accounts Act, and Uniform Commercial Code Article 4A. The words "you" and "your" mean the member and any joint owners or co-depositors or co-borrowers. The words "we", "our", "us", and "Credit Union" mean the FINANCIAL PLUS CREDIT UNION.

I. MEMBERSHIP

A. Generally. Membership in Financial Plus Credit Union is open to applicants within the field of membership as described in Article III of the Credit Union's Bylaws. A copy is available on request. Membership in the Credit Union is a lifetime membership provided that you keep your membership in good standing. The Credit Union's Bylaws provide that "once a member, always a member" so that even if you retire, change jobs (outside the field of membership) or move to a new location, you may remain a member of the Credit Union. Only members in good standing may receive the benefits and services of the Credit Union.

B. Qualification for Membership. You authorize the Credit Union to verify or obtain further information about you, as it may deem necessary, including through the use of reports obtained from consumer reporting agencies and in accordance with the Credit Union's Customer Identity Program pursuant to the USA PATRIOT Act. You understand that in the case of minor accounts qualification and approval is based upon the responsible party's information obtained. You further authorize the Credit Union to use information obtained through use of such reports for the purpose of marketing other Credit Union products and services to you.

C. Becoming a Member and Membership Retention. To become a member of the Credit Union, you must complete a Membership Application and Signature Card and open a Regular Share Account. The basic share deposit that you must always keep in your Regular Share Account to retain membership is \$5.00. If your Regular Share Account balance drops below the \$5.00 minimum membership deposit requirement and is not replenished within forty-five (45) calendar days, as provided in the Credit Union's Bylaws, your account will be charged a Membership Termination Fee equal to your account balance at that time and your membership will be terminated.

D. Valid Photo Identification. The USA PATRIOT Act requires the Credit Union to safeguard your account when you open, access, transact business with, or close your account. To comply with this federal law, we will request that you present a valid, unexpired government-issued identification bearing a photograph. Failure to provide such identification may limit the services we can provide you and may delay the availability of your funds (refer to Section XV, Funds Availability Policy).

II. DIVIDENDS/INTEREST

A. Rate and Annual Percentage Yield ("APY"). Certain of your account(s) will earn what are known as dividends. Refer to Sections V thru XII for information regarding the account(s) you have selected and our current Investment Rates schedule for our current dividend rates and Annual Percentage Yield. Dividends are like interest, except that the Credit Union's Board of Directors (the "Board") are responsible for setting the rate of dividends from time to time. Dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and prospective Annual Percentage Yield (APY) on your account(s) for each dividend period. The dividend rates and APYs will be available each business day at our office. You may also contact us at (810) 244-2200, toll-free at (800) 748-0451 or www.FinancialPlusFCU.org for rate information.

B. Calculating and Compounding Dividends. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in an account each day. We compound your dividends, even though the law doesn't require that. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate.

C. Accrual and Crediting of Dividends. Dividends on all accounts that earn dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) to your account. Dividends are not available to you until they have been credited to your account. Dividends that are credited to your account will be added directly into your account. Generally, if you close your account before dividends are paid, you will not receive the accrued dividends. Refer to Sections V thru XII for information regarding the account(s) you have selected.

D. How Withdrawals Affect Dividends/Interest. Even though your account earns dividends every day, we don't actually credit them to your account until the final day of the dividend period, and become available the first day of the subsequent period. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

III. ACCOUNT TERMS AND CONDITIONS

The following paragraphs apply to all accounts opened with the Credit Union, except as specifically expressly modified elsewhere in this Agreement.

A. Accounts Not Transferable. None of your accounts are transferable, except on the Credit Union's books and records.

B. Agency Designation on an Account. An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting

rights. We have no duty to inquire about the use or purpose of any transaction made by the agent, but we reserve the right to deny any withdrawal request. Account owners agree to hold the Credit Union harmless for any loss resulting from any withdrawal from an agency account.

C. Agreement. This Agreement shall be effective and shall govern all deposit accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement, effective immediately. Your agreement to the terms of this Agreement also binds your heirs and assigns, as applicable. This Agreement shall supersede all previous agreements for such accounts.

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

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

3. Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Michigan, except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court in the jurisdiction of the Credit Union's main office (Genesee County, Michigan).

4. Severability. If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

D. Endorsement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 1/2 inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the Credit Union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

E. Fees. Any account may be subject to fees in accordance with the Fee Schedule adopted by the Credit Union from time to time. You agree to pay us fees in connection with your accounts in accordance with the Fee Schedule then in effect. We will provide advance notice of any increase in current fees, or any new fees, as required by law. We may deduct any fees owed from any of your accounts. We reserve the right to waive any fees in our sole discretion. Fees may reduce earnings on any of your accounts.

F. Final Credit for Deposits. All deposits are subject to proof and verification. When you make a deposit in person at one of our offices, we agree to verify all cash in that deposit when it is made, but we may decide to accept the checks included with that deposit without adding or verifying them, and use the deposit total provided by you at the time of the deposit. Under those circumstances, you agree that we can adjust the amount of that deposit, if necessary, once the amount of the checks included with it are verified by us. If, pursuant to our verification, an adjustment is necessary, we will send you written notice of the adjustment. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable regulations. If there are special fees for collecting your deposit, you promise to pay them (see the Fee Schedule for a list of fees). We may deduct them directly from your account. If we feel there is an objective reason to do so, we may refuse, limit or return any deposit. We reserve the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest or dividends on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest or dividends on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest or dividends).

G. Funds Availability. If you make a non-cash deposit into any account other than a checking account, that money may not be available to you right away. We will advise you when such funds will be available at the time you make such a deposit. A minimum hold of at least three (3) days will apply to any personal check presented and accepted for deposit within the first 30 days an account is open, other than a checking account. We reserve the right to shorten or extend all such holds at our discretion. If you make a deposit by authorizing us to receive funds from another account (for example, from a savings account at another credit union or bank), that deposit will not be available, nor will it earn dividends, until we actually receive the funds. Refer to the Funds Availability Policy – Section XIV for information regarding the availability of funds deposited into checking accounts.

H. Inactive Accounts. The Credit Union will consider an account inactive after one (1) year of no deposits or withdrawals on the account(s), and will assess a fee to your account(s) each month thereafter (see the Fee Schedule for a list of fees). Account activity excludes interest or dividends credited to your account by the Credit Union. Unclaimed Property laws, enacted by each State, require the Credit Union to turn funds in inactive accounts over to the State of residency, based on your last known address, generally after three (3) years of no activity. The Credit Union may voluntarily turn these funds over to the State after two (2) years. Before turning funds from inactive accounts over to any State, the Credit Union will send notices as required by law advising you of your account rights.

I. Joint Accounts. Members should plan carefully and completely when choosing to enter into a joint account relationship. If two (2) or more parties have signed a Signature Card, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less set-offs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each account owner appoints all other account owners to be his or her irrevocable attorney; to make deposits to the account; to endorse, for cash or deposit, any checks or other items

whether payable to one of the account owners alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act there under, each person signing the signature card jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorneys' fees, except as may be limited by applicable law. Any or all of the account owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s). No authority or obligation of the Credit Union may be changed or terminated by one or more of the account owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each account owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt of the Agreement. We may refuse to authorize a withdrawal from a joint account when we have knowledge of a dispute between the joint account owners until the matter is resolved. Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968, as amended, being MCLA 490.51, and commonly known as the Credit Union Multiple-Party Accounts Act. Your agreement to the terms of this Agreement also binds your heirs and assigns, as applicable.

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

K. Legal Compliance and Protection

1. Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our statutory lien and security interest.

2. Share Insurance. Your savings in the Credit Union are insured by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. For more information regarding NCUA share insurance, please refer to the NCUA brochure entitled "Your Insured Funds," which can be found in any of our offices. Because we are not authorized to provide legal advice, we cannot counsel you as to how to structure your accounts in order to maximize your account insurance protection.

3. Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you have designated on the W-9 or W-8BEN that you have applied for a TIN, you must provide the TIN within 60 days. Upon the expiration of the 60-day period, the Credit Union may begin withholding from your account. The Credit Union reserves the right to refuse to open any account until a valid TIN is received.

L. Form of Negotiable Instruments. All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. Substitute checks (as defined in the "Check 21 Act") are the legal equivalent to traditional checks when used in appropriate transactions.

M. Notices. Notices to us should be sent to: Financial Plus Credit Union, P.O. Box 7006, Flint, MI 48507-0006.

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

2. Name or Address Changes. You are responsible for notifying us of any address, e-mail address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address, e-mail address or name to be in writing. A name change requires a court order specifically identifying the new legal name. Other documents, including Secretary of State filings, shall not suffice to demonstrate an individual person's name change.

3. Other Notices. All notices regarding the account will be posted in our office lobbies, sent to you at the address shown on your statement, or delivered on or with your statement or appended to your electronic statement (e-statement) if you have chosen to receive e-statements (refer to XVI for information and disclosures regarding Electronic Statements). In the event of joint ownership, notice by or to any one joint owner shall be deemed notice by or to all.

4. Effect of Notice. Any written notice you give us is effective when we receive it, except for the written notice required in Subsection J regarding accounts for minors. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or at the time that an electronic message is sent informing you that your electronic statement or notice is available.

N. Offset. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union.

O. Pay On Death Account Designation. A Payable on Death (POD) account designation is an instruction to the Credit Union that a single or multiple party account (joint account) so designated is payable to the account owner(s) during his, her, or their lifetimes, and when the last account owner dies, payable to any named and surviving POD beneficiary/payee. Once an account becomes payable, all then-living beneficiaries/payees own the account jointly, payable in equal shares to each beneficiary/payee, without rights of survivorship. All account owners agree that the right of any surviving beneficiary/payee to own the balance is subject to the credit union's statutory, common law, and contractual (as discussed above) rights of offset with regard to debts owing the credit union at the time of death of the account owner(s). The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. The Credit Union reserves the right to require documentation in order to confirm that an account has become properly payable.

P. Requests and Special Instructions by Member

1. Changes Requested by You. Account changes requested by you, such as adding or closing an account or service, may be required to be evidenced by a signed Account Change Form and accepted by us.

2. Facsimile Signatures and Electronic Communication. You agree (for joint accounts, all account owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) or authorization by electronic communication on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine, except as otherwise provided by law. Furthermore, we may refuse to execute any facsimile, electronic request, or order.

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

4. Telephone Requests. You agree (for joint accounts, all account owners agree jointly and severally) that funds in any of your accounts with us can be transferred and that additional accounts and services can be authorized or terminated upon the telephone request of any account owner. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

5. Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

Q. Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable fees. Any withdrawal that reduces the amount in an account to zero (other than a checking account) may automatically close that account. We are not liable for any check, withdrawal or other payment order after an account is closed. Any checks or other payment orders presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse, with regard to all parties named on the accounts, without regard to which account owner(s) misused the account. Please refer to "Termination" (Subsection S) below for information regarding termination of accounts and membership from the Credit Union.

R. Statement and Member Responsibility. You will receive a periodic statement (normally monthly) for your checking account. You will receive a periodic statement (normally quarterly) for your Regular Share Account or other savings/loan accounts unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a checking account and other savings/loan accounts. Each such statement shall show the transactions on your accounts and any fees. It remains your responsibility to promptly examine each periodic statement carefully and reconcile the account. If there are any discrepancies, you should notify us immediately. Except as expressly provided for elsewhere, you have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within thirty (30) days of the mailing date or within thirty (30) days of the date of e-mail notification that your statement is available, if you have chosen electronic statement, of the earliest statement containing those items. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

S. Termination

1. Of Account. We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in account owners or authorized signers; (2) there is suspected forgery or fraud or there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks, or Cards are lost, stolen, or the personal identification number (PIN) or code has been compromised; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. There may be a fee for termination of account, processing an account number change, or replacing lost or stolen cards. Refer to our current Fee Schedule. We reserve the right to require the consent of all account owners to terminate a multiple party account. We are not responsible for payment of any check withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

2. Of Membership. You may terminate your membership by giving us notice. You may be denied services or expelled for any reason noted in the Financial Plus Credit Union Suspension of Services policy or for any reason allowed by applicable law, including causing a loss to the Credit Union. If your Regular Share Account balance drops below the \$5.00 minimum membership deposit required and is not replenished within forty-five (45) calendar days, as provided in the Credit Union's Bylaws, your account will be charged a Membership Termination Fee equal to your account balance at that time and your membership will be terminated. Refer to our current Fee Schedule.

T. Transaction Limitations (Regulation D). During any calendar month, you may not make more than six transfers or withdrawals, or a combination of such transfers and withdrawals, from any non-transaction account to another account or to a third party by means of a preauthorized or automatic transfer or telephonic agreement, order or instruction. If you exceed the transfer limitations set forth above in any month, your account may be subject to closure by the Credit Union. This limitation does not apply to your checking account.

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

V. Illegal Use of Card or Other "Electronic Fund Transfer" Service. You understand and agree that Credit Union services, including but not limited to use of a check or a Card, may not be used for any illegal transaction. You further understand and agree that illegal use of a Credit Union service to complete an illegal transaction will be deemed an action of default and/or breach of contract, and as a result your account and other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it, and, additionally, to indemnify and hold the Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use.

Internet gambling may be illegal in the jurisdiction in which a member is located, including the United States and elsewhere. The Credit Union may decline to accept or authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness. The Credit Union will immediately report and comply fully with law enforcement agencies seeking to investigate illegal use of Credit Union services.

IV. REGULAR SHARE ACCOUNT

A. Deposits. After you have established your Regular Share Account, you may make additional deposits into that account, or establish other types of accounts as described below, at any time and in any amount. You may make deposits to your account by any method approved by the Credit Union.

B. Withdrawing Money. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals will reduce earnings on your Regular Share Account.

C. Rate Information and Nature of Dividends. This is a tiered variable rate account on which the dividend rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union. Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

D. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance tier. Dividends are compounded and credited to your account on the last day of each quarter. Dividend payment periods are from January through March, April through June, July through September, and October through December. If you close your account before dividends are paid, you will not receive the accrued dividends.

E. Balance Information. There is a minimum opening balance requirement of \$5.00, which must remain in the account to continue membership eligibility. We reserve the right to adjust minimum deposit balance requirements from time to time. Dividends will begin to accrue on the business day you deposit non-cash items (i.e. checks) to your account.

F. Transaction Limitations. Transfers and withdrawals made by telephone, by Touch Tone Teller, by Home Financial Services, by transfer to a third party, or to cover checking account overdrafts will be limited to six (6) such transfers per month (Regulation D). If the transfer limitations set forth are exceeded, the account is subject to closure. Credit Union Bylaws reserve the right to require a member intending to make a withdrawal from any account (except checking), to give written notice of such intent up to sixty (60) days before such withdrawal. Your account(s) may not be used for any illegal transaction, including internet gambling transactions.

V. CHECKING ACCOUNTS

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

B. Withdrawing Money from Your Checking Account. As long as you have money in your checking account, and subject to any applicable state or federal laws and regulations, and the Credit Union's Bylaws, you may withdraw money from your account by a check or any other method approved by the Credit Union. Checks must generally be ordered through the Credit Union. If checks are not ordered through the Credit Union, the Credit Union may assess a fee whenever problems arise in automatically clearing such checks. When you order checks through the Credit Union, the Credit Union will charge you for the costs of those checks, which will vary depending on the style of checks ordered. You may select checks from the current styles available. Withdrawals will reduce earnings on your checking account.

C. Rate Information and Nature of Dividends. The Green, Tiered-Rate, and High-Rate Checking are variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union. Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY). The Free Checking account does not pay dividends.

D. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. The Tiered-Rate Checking account pays dividends on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance tier. Green Checking and Tiered-Rate Checking dividends are compounded and credited to your account on the last day of each quarter. Dividend payment periods are from January through March, April through June, July through September, and October through December. If you close your account before dividends are paid, you will not receive the accrued dividends. High-Rate Checking dividends are compounded and credited to your account on the last day of each month. The dividend payment period begins on the first day of the calendar month and continues through the last day of the calendar month. The Free Checking account does not pay dividends.

E. Balance Information. There are no requirements to maintain a minimum balance in the Free Checking, or Green Checking accounts at this time. There is a minimum opening balance of \$1,000 for the Tiered-Rate Checking and a minimum opening balance of \$15,000 for the High-Rate Checking account. You must maintain a minimum daily balance of \$1,000 for Tiered-Rate Checking and \$15,000 for High-Rate Checking to avoid a monthly fee. If, during any month, your account balance(s) falls below the required minimum daily balance your account will be subject to a fee. Refer to our Fee Schedule for more information regarding this fee. A minimum daily balance of \$500 must be maintained in the Green Checking, and a minimum daily balance of \$1,000 must be maintained in the Tiered-Rate Checking to earn a dividend. You must maintain a basic membership share of \$5.00 on deposit in your Regular Share Account to retain a checking account. We reserve the right to adjust the minimum balance requirements from time to time. Dividends will begin to accrue on the business day you deposit non-cash items (i.e. checks) to your account.

F. Transaction Requirements and Limitations. The Green Checking account requires the use of Electronic Statement to avoid a monthly statement fee. See Section XVII for more information regarding Electronic Statements. The Green Checking account also requires four (4) debit card purchases be performed each month to avoid a monthly fee. Refer to our Fee Schedule for more information regarding this fee. Except as otherwise stated in this Agreement, or in any applicable federal or state law or regulation, there are no transaction limitations on checking accounts. Your checking account may not be used for any illegal transaction, including internet gambling transactions.

G. Payment of Checks. The Credit Union is under no obligation to pay a check that is more than six (6) months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check. We may return all checks drawn on your checking account unpaid for any reason that checks are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

H. Funds Availability. Funds from deposits you make into your checking account may not always be immediately available for withdrawal or transfer. Refer to Section XIV Funds Availability for more details.

I. Overdraft Protection. The Credit Union is under no obligation to pay a check you have written, or "electronic fund transfer" ("electronic fund transfer" services are itemized in Section XIV Subsection E of this Agreement) if it would result in the account being overdrawn. However, the Credit Union will transfer an amount sufficient to cover a checking account deficiency caused by a check presented for payment, a preauthorized debit or merchant purchase presented against your account, with a transfer from your account(s), as you have designated, if funds are available. Refer to our Fee Schedule for the fee applicable to this transfer. If you have been approved for a Line-of-Credit loan, the Credit Union may pay the check, preauthorized debit, or merchant purchase and add the amount of the resulting overdraft to the balance of your Line-of-Credit loan in accordance with the terms and conditions of the Line-of-Credit loan Agreement.

The Credit Union has the option of honoring a check, preauthorized debit, or merchant purchase when your checking account has non-sufficient funds or may dishonor it, solely at our discretion. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. The Credit Union may pay the check, preauthorized debit, or merchant purchase and charge the amount of the resulting overdraft plus any applicable fee against any account(s). Refer to our Fee Schedule. You agree to deposit sufficient funds to cover the amount of the overdraft and fee. Failure to cover any resulting deficiency balance within thirty (30) days of the date that your account first becomes negative will result in account privilege restrictions. If this is a joint account (that is, if two or more people are parties to this account), all of the account owners are jointly and severally liable to repay the Credit Union the amount of any overdraft and fees, regardless of which of the parties creates an overdraft.

J. Truncated Checks; Statements. Your canceled checks will not be returned to you. They will become

Credit Union property and be held by us ("truncated") for you. Your monthly statement will itemize your canceled checks by number, date of clearing, and the amount of the check. Any objection in regard to any item shown on a periodic statement, except as expressly provided for elsewhere, is waived unless made in writing to the Credit Union before the end of thirty (30) days after the statement is mailed or within thirty (30) days of the date of e-mail notification that your statement is available, if you have chosen electronic statement. A copy of any check or "substitute check" (a legal check under federal law - Check 21) will be available to you as required by law. There may be a small fee to obtain a copy of a check (see the Fee Schedule for a list of fees).

K. Stop Payments.

1. Stop Payment Order Request. You may request a stop payment order on any check drawn on your account. This request may be provided orally or in writing. We may require you to confirm your oral request in writing within fourteen (14) calendar days. If requested in writing, upon the expiration of the fourteen (14) calendar days, we may disregard your request, unless we have received written confirmation. To be binding, the written confirmation must be dated, signed, and describe the account, check number and the exact amount of the check to be stopped. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, or only a oral notice is given to us without providing written confirmation, when requested, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action.

Stop payments related to electronic or preauthorized transactions must be provided to the Credit Union within three (3) business days before the scheduled date of the transfer. This request may be provided orally or in writing. We may require you to confirm your oral request within fourteen (14) calendar days, subject to the requirements provided above.

2. Duration of Order. A stop payment order is effective for six (6) months and may be renewed in writing from time to time. We will not notify you when a stop payment order expires.

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

L. Automated Processing. You recognize that we have implemented automated collection and payment procedures that rely primarily upon information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying an item, we may disregard all information on the item other than the identity of the drawee bank, the amount of the item, and any information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with any other information on the item. You acknowledge that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight review of items. Any electronic or preauthorized debit initiated by a third party against this account is deemed authorized by the account owner(s) if any account owner voluntarily gives the third party information about the account.

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

VI. HI-YIELD SAVINGS AND HI-YIELD PLUS MONEY MARKET ACCOUNT

A. Deposits. After you have established your Hi-Yield Savings or Hi-Yield Plus Money Market Account, you may make additional deposits into that account at any time and in any amount. You may make deposits to your account by any method approved by the Credit Union.

B. Withdrawing Money from Your Hi-Yield Savings or Hi-Yield Plus Money Market Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals will reduce earnings on your Hi-Yield Savings or Hi-Yield Plus Money Market Account.

C. Rate Information and Nature of Dividends. Hi-Yield Savings and Hi-Yield Plus Money Market Accounts are tiered variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change weekly as determined by the Credit Union. Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

D. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance tier. Dividends are compounded and credited to your account on the last day of each month. The dividend payment period begins on the first day of the calendar month and continues through the last day of the calendar month. If you close your account before dividends are paid, you will not receive the accrued dividends.

E. Balance Information. There is a minimum opening balance requirement of \$1,500.00 for the Hi-Yield Savings account. There is a minimum opening balance requirement of \$50,000.00 for the Hi-Yield Plus Money Market Account, as well as (1) the maintenance of an active checking account in good standing, with direct deposit regularly posted to the account, or (2) a minimum of \$10,000.00 new money (funds not currently on deposit with the Credit Union) at the time the account is opened. Daily balances below \$1,500.00 in the Hi-Yield Savings Account earn no dividends and balances below \$50,000.00 in the Hi-Yield Plus Money Market Account earn the declared dividend rate and APY set for the Regular Share Account with balances of \$3,000.00 and over. You must maintain a basic membership share of \$5.00 on deposit in your Regular Share Account to retain a Hi-Yield Savings or Hi-Yield Plus Money Market Account. If you do not maintain any such minimum balance requirements we may charge you a monthly maintenance fee (see the Rate and Fee Schedule for a list of fees). We reserve the right to adjust the minimum balance requirements from time to time. Dividends will begin to accrue on the business day non-cash items (i.e. checks) are deposited to the account.

F. Transaction Limitations. Transfers and withdrawals made by telephone, by Touch Tone Teller, by Home Financial Services, by transfer to an authorized third party, or to cover checking account overdrafts will be limited to six (6) such transfers per month (Regulation D). If the transfer limitations set forth are exceeded, the account is subject to closure. Credit Union bylaws reserve the right to require a member intending to make a withdrawal from the account to give written notice of such intent up to sixty (60) days before such withdrawal.

VII. MISCELLANEOUS SHARE AND CHRISTMAS CLUB ACCOUNTS

A. Deposits. After you have established your Miscellaneous Share Account(s) or Christmas Club Ac-

count, you may make additional deposits into that account at any time and in any amount. You may make deposits to your account by any method approved by the Credit Union.

B. Withdrawing Money from Your Miscellaneous Share Account(s) and Christmas Club Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals will reduce earnings on your account(s).

C. Rate Information and Nature of Dividends. Miscellaneous Shares are tiered variable rate accounts. Christmas Club Accounts are variable rate accounts. The dividend rates and Annual Percentage Yields may change every month as determined by the Credit Union. Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rates may change. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

D. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Miscellaneous Share dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance tier. Dividends are compounded and credited to your account on the last day of each quarter, except Christmas Club accounts which have an additional dividend payment on the last day of October. Dividend payment periods are from January through March, April through June, July through September, and October through December (October and November through December for Christmas Club accounts). If you close your account before dividends are paid, you will not receive the accrued dividends.

E. Balance Information. There are no requirements to maintain a minimum balance in a Miscellaneous Share or Christmas Club account at this time, but you must maintain a basic membership share of \$5.00 on deposit in your Regular Share Account to retain a Miscellaneous Share or Christmas Club account. We reserve the right to adjust the minimum balance requirements from time to time. If you do not maintain any such minimum balance in the account, we may assess a fee. Refer to our Fee Schedule for more information regarding this fee. Dividends will begin to accrue on the business day you deposit non-cash items (i.e. checks) to your account.

F. Transaction Limitations. Transfers and withdrawals made by telephone, by Touch Tone Teller, by Home Financial Services, by transfer to an authorized third party, or to cover checking account overdrafts will be limited to six (6) such transfers per month (Regulation D). If the transfer limitations set forth are exceeded, the account is subject to closure. Credit Union bylaws reserve the right to require a member intending to make a withdrawal from any account to give written notice of such intent up to sixty (60) days before such withdrawal.

G. Distribution of Christmas Club Accounts. The balance of your Christmas Club Account will be distributed to you on the last business day of October, when it will be transferred to your checking account. If you have not established a checking account, the transfer will be made to your Regular Share Account. We reserve the right to change the date of distribution.

VIII. INDIVIDUAL RETIREMENT ACCOUNT (IRA) AND COVERDELL EDUCATION SAVINGS ACCOUNT (ESA) SAVINGS

A. Deposits. After you have established your IRA or ESA, you may make additional deposits into that account, at any time and in any amount subject to any restrictions under federal law. You may make deposits to your account by any method approved by the Credit Union.

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

C. Rate Information and Nature of Dividends. These are variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union. Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

D. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends are compounded and credited to your account on the last day of each quarter. Dividend payment periods are from January through March, April through June, July through September, and October through December. If you close your account before dividends are paid, you will not receive the accrued dividends.

E. Balance Information. There are no requirements to maintain a minimum balance in an IRA or ESA Share account at this time, but you must maintain a basic membership share of \$5.00 on deposit in your Regular Share Account to retain an IRA or ESA Share account. We reserve the right to adjust the minimum balance requirements from time to time. If you do not maintain any such minimum balance in the account, we may assess a fee. Refer to our Fee Schedule for more information regarding this fee. Dividends will begin to accrue on the business day you deposit non-cash items (i.e. checks) to your account.

F. Transaction Limitations. Credit Union bylaws reserve the right to require a member intending to make a withdrawal from the account to give written notice of such intent up to sixty (60) days before such withdrawal.

G. IRA Certificates. IRA and ESA Certificates are governed by the terms of Section XII.

IX. INDIVIDUAL RETIREMENT ACCOUNT (IRA) AND COVERDELL EDUCATION SAVINGS (ESA) MONEY MARKET ACCOUNTS

A. Deposits. After you have established your IRA or ESA Market Account, you may make additional deposits into that account at any time and in any amount subject to any restrictions under federal law. You may make deposits to your account by any method approved by the Credit Union.

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

C. Rate Information and Nature of Dividends. IRA or ESA Money Market Accounts are tiered variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change weekly as determined by the Credit Union. Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

D. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance tier. Dividends

are compounded and credited to your account on the last day of each month. The dividend payment period begins on the first day of the calendar month and continues through the last day of the calendar month. If you close your account before dividends are paid, you will not receive the accrued dividends.

E. Balance Information. There is a minimum opening balance requirement of \$1,500.00 for the IRA or ESA Money Market Account. Balances below \$1,500.00 earn no dividends. You must maintain a basic membership share of \$5.00 on deposit in your Regular Share Account to retain an IRA or ESA Money Market Account. If you do not maintain any such minimum deposit balance requirement we may charge you a monthly maintenance fee (see the Rate and Fee Schedule for a list of fees). We reserve the right to adjust the minimum balance requirements from time to time. Dividends will begin to accrue on the business day non-cash items (i.e. checks) are deposited to the account.

F. Transaction Limitations. Credit Union bylaws reserve the right to require a member intending to make a withdrawal from the account to give written notice of such intent up to sixty (60) days before such withdrawal.

X. PREMIER 75, PREMIER 100, AND PREMIER 150 (PREMIER) MONEY MARKET ACCOUNTS

A. Deposits. After you have established your Premier 75, Premier 100, or Premier 150 Money Market Account, you may make additional deposits into that account at any time and in any amount. You may make deposits to your account by any method approved by the Credit Union.

B. Withdrawing Money from Your Premier Money Market Account. As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals will reduce earnings on your Premier Money Market Account.

C. Rate Information and Nature of Dividends. Premier Money Market Accounts are variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change weekly as determined by the Credit Union. Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

D. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends are compounded and credited to your account on the last day of each month. The dividend payment period begins on the first day of the calendar month and continues through the last day of the calendar month. If you close your account before dividends are paid, you will be paid the accrued dividends.

E. Balance Information. There is a minimum opening balance requirement of \$75,000 for Premier 75, a minimum opening balance requirement of \$100,000 for Premier 100, and a minimum opening balance requirement of \$150,000 for Premier 150 Money Market Accounts. You must maintain a minimum balance of \$5.00 in your Regular Share Account, and a minimum of \$75,000 for the Premier 75, \$100,000 for the Premier 100, and \$150,000 for the Premier 150 Money Market Accounts to avoid a monthly fee. If, during any month, your account balance(s) falls below the required minimum daily balance your account will be subject to a fee. Refer to our Rate and Fee Schedule for more information regarding this fee. We reserve the right to adjust the minimum balance requirements from time to time. Dividends will begin to accrue on the business day non-cash items (i.e. checks) are deposited to the account.

F. Transaction Limitations. Transfers and withdrawals made by telephone, by Touch Tone Teller, by Home Financial Services, by transfer to an authorized third party, or to cover checking account overdrafts will be limited to six (6) such transfers per month (Regulation D). If the transfer limitations set forth are exceeded, the account is subject to closure. Credit Union bylaws reserve the right to require a member intending to make a withdrawal from the account to give written notice of such intent up to sixty (60) days before such withdrawal.

XI. SHARE CERTIFICATES, INCLUDING INDIVIDUAL RETIREMENT ACCOUNT (IRA) AND COVERDELL EDUCATION SAVINGS (ESA) CERTIFICATE ACCOUNTS

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

B. Rate Information and Nature of Dividends. All certificates are fixed rate accounts on which the dividend rate and Annual Percentage Yield (APY) are fixed for the term of the certificate. However, the Step-Up Certificate allows the Owner(s) a one-time option, during the term of the Step-Up Certificate, to increase the dividend rate and APY to the then current dividend rate and APY published for certificates of the same maturity term. Certificate dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Investment Rates schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

C. Compounding and Crediting. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the certificate each day. Dividends are compounded and credited to your certificate on the last day of each quarter. Dividend payment periods are from January through March, April through June, July through September, and October through December, and at maturity. If you close your certificate before interest is credited, accrued interest will be paid to date less any early withdrawal penalty, if applicable. See the discussion of early withdrawal penalties in subsection F below.

D. Balance Information. Minimum opening balance requirements are as follows:

- 30 Day - 179 Day Certificates – \$10,000 minimum deposit.
- 6 Month - 60 Month Certificates – \$500 minimum deposit.
- Start 'N Grow Certificates – \$300 minimum deposit, and automatic transfer between \$50 and \$300 each month.
- Step-Up Certificates – \$5,000 minimum deposit.
- Special Rate Certificates – \$5,000 minimum new money deposit (funds not currently on deposit with the Credit Union) with maintenance of an active checking and monthly direct deposit, otherwise \$10,000 minimum new money deposit.
- Jumbo Certificates – \$100,000 minimum deposit.

You must also maintain a basic membership share of \$5.00 on deposit in your Regular Share Account to retain any type or term Certificate account. Dividends will begin to accrue on the business day you deposit non-cash items (i.e. checks) to your account.

E. Renewal Policy. All certificate accounts will automatically be renewed on the initial or any subsequent renewal maturity date, unless otherwise directed by you, or the Credit Union shall, prior to maturity, give you written notice that it will not be renewed. The dividend rate and Annual Percentage Yield (APY) to be paid upon renewal shall be determined by the Credit Union at or before maturity, and written notice of the renewal rate shall be mailed to you no later than two (2) business days after maturity. All other terms and conditions, including the length of the term of the certificate, shall be

the same as the original certificate unless the Credit Union shall, prior to maturity, give written notice of a change in such terms and conditions. There is a seven (7) day grace period for withdrawals from the certificate after it matures. If the certificate is presented for payment on its maturity date or within seven (7) days thereafter, no penalty shall be imposed but no dividends shall be earned after the maturity date. If the certificate is not renewed, at maturity, the funds will be transferred to your Regular Share Account in the Credit Union, or other account designated by you. If there is no such account at the time, the balance will be deposited to an Accounts Payable until such time as you can be reached and disposition of the certificate is determined.

F. Early Withdrawal Penalty. A substantial penalty is imposed if certificate funds, other than dividends, are withdrawn prior to the original or subsequent renewal maturity date. If an early withdrawal reduces the principal balance below the original certificate amount or below the certificate amount of a subsequent renewal, the certificate will be canceled, and a forfeiture will be imposed equal to the value of ninety (90) days dividends on the entire amount evidenced by the certificate if the current term is one year or less, or the value of one hundred eighty (180) days dividends on that amount if the current term is more than one year. In any case of early withdrawal, if accrued dividends are not sufficient to cover the applicable penalty, the penalty shall be deducted from the principal of the certificate. These penalties do not apply in these cases: (1) withdrawals after the death of any owner of the certificate; (2) if the certificate is part of an Individual Retirement Account, and the withdrawal is made as required by the Internal Revenue Code after attaining age 70½, or withdrawals following the participant owner's death or disability; (3) withdrawals resulting from the voluntary or involuntary liquidation of this Credit Union. Consultation with a tax advisor is recommended before withdrawals are made from IRA or ESA Certificates, as tax penalties may result.

G. Transaction Requirements and Limitations. The Start 'N Grow Certificate requires an automatic deposit transfer from another Credit Union account in an amount between \$50 and \$300 at least once per month to the Certificate. Deposits, other than automatic transfer, will not be allowed, nor will catch-up transfers. Automatic transfers may be temporarily discontinued and reinstated.

Other than the Start 'N Grow Certificate, after a certificate is purchased, you may generally not make deposits into or withdraw principal from that certificate until the maturity date. If a withdrawal of principal must be made prior to the maturity date of any certificate, the entire account balance must be withdrawn. In addition, an early withdrawal penalty will be assessed, as discussed in Subsection F above. Credit Union bylaws reserve the right to require a member intending to make a withdrawal from a certificate account to give written notice of such intent up to sixty (60) days before such withdrawal. Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union.

XII. FIDUCIARY ACCOUNTS

A. Accounts for Trusts

1. Generally. Individuals may open a separate membership account for a Revocable Trust, provided that any of the settlors or initial trustees of the Trust are eligible for membership in the Credit Union, or if none of the settlors or trustees are living at the time of application, one or more beneficiaries are individually eligible for membership, and the person(s) opening the account has been appointed and has accepted the responsibility to act as Trustee(s).

As used herein the words "we," "us," "our," and "Credit Union" shall refer to and mean Financial Plus Credit Union, and the word "you" shall refer to and mean the Trust or Trustee(s) as the context of use so requires.

2. Products and Services. The following financial products and services will be available to a Trust, provided the Trust qualifies for membership:

- Regular Share Account
- Hi-Yield or Hi-Yield Plus MMA
- Share Certificate
- Automated Teller Machine Card
- Home Financial Services (online banking)
- Touch Tone Teller (audio response)
- Checking Account
- Miscellaneous Share Account
- Premier Money Market Account
- Visa Debit Card
- Electronic Statement
- Bill Pay Plus (bill payment program)

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

3. Documentation. In order to open an account for a Trust, you agree to provide such documentation as is required by the Credit Union with regard to the Trust, including, but not necessarily limited to, a properly executed Certificate of Trust Existence. The Credit Union reserves the right to refuse membership to a Trust when it is not drafted in accordance with and governed by the laws of the State of Michigan.

4. Representations of Trustee(s). Trustee(s) represent the following: (i) the Trust is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Trustee(s) has qualified, is acting as Trustee(s), and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Trustee(s) is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit, share certificates, and mutual funds, to borrow money, and is authorized to grant a security interest in Trust assets, and accomplish any or all other banking transactions, including the maintenance of a safe deposit box; (iv) the Trust document contains a hold harmless provision for any third party dealing with the Trust or any Trustee and that such provision applies to Credit Union; (v) Trustee(s) will send written notice of any change in Trustee(s), or of any amendment or modification of the Trust which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would effect the Trust's revocability, the powers of the Trustee(s), or any other representations made to the Credit Union; and (vi) any one Trustee has the power to authorize withdrawals or transfers from authorized accounts, or authorize new accounts or services.

The Credit Union may rely on these representations and any instructions by the Trustee(s) and act in accordance therewith in any respect affecting the account before or after termination of the Trust, unless and until it receives a written notice of changes to the Trust, with notice of changes in Trustee(s), or written notice of any events affecting the Trustee(s) powers described above or in any documents required by the Credit Union.

5. Acknowledgement of Fiduciary Responsibility. As Trustee(s), you acknowledge and understand your legal obligations as a fiduciary and as more fully set forth in the Michigan Estates and Protected Individuals Code. You further agree to conduct all business with the Credit Union on behalf of the Trust in accordance with state and federal laws as well as orders from any court of competent jurisdiction.

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

7. Deposits. The Settlor(s) has transferred funds to the Trust as a gift to be payable to the Trustee(s), for the benefit of the beneficiaries named in the Trust. Any additional funds deposited into accounts held by the Trust by the Settlor(s) or other persons authorized to make deposits shall be conclusively

presumed to be a gift and delivery at that time of such funds to the Trust.

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

9. Distribution of Accounts. If you have opened an account for a Trust, you, as Trustee(s), understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Certificate of Trust Existence on file at the Credit Union, or pursuant to the terms of a court order, and you, on behalf of the Trust, all beneficiaries of the Trust, and all Successor Trustees forever indemnify and hold the Credit Union harmless for distributions made pursuant to that Trust made in good faith reliance on that Certificate of Trust Existence. You further agree that it is your responsibility to notify the Credit Union when a Trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

10. Checking Accounts. The Credit Union is authorized to pay checks signed by any Trustee and to charge any payment against the checking account. In addition to the other terms set forth in Section VI (Checking Accounts) of this Agreement, it is agreed that the front side of all checks shall at a minimum contain the name of the Trust and authorized Trustee(s).

B. Decedent's Estate Account

1. Generally. An Estate is eligible for membership provided, (i) that the Estate is subject to the jurisdiction of the State of Michigan or will be distributed in accordance with Michigan law, and (ii) the person opening the account has been appointed and accepted, or filed, a Statement of Acceptance of the position of Personal Representative of the Estate, and (iii) any one of the following qualifications is met: a. The decedent was a member of the Credit Union in good standing at the time of death. b. The decedent was eligible for membership, as provided in Section I of this Agreement, at the time of death. c. The Personal Representative of the Estate is currently a member of the Credit Union in good standing. d. The Personal Representative of the Estate was eligible for membership at the time of the decedent's death, as provided in Section I of this Agreement. e. The Estate is filed in, and subject to the jurisdiction of the Genesee, Lapeer, Shiawassee, or Livingston County Probate Court.

As used herein, the words "we," "us," "our," and "Credit Union" shall refer to and mean Financial Plus Credit Union, and the word "you" shall refer to and mean the Estate or Personal Representative as the context of use so requires.

2. Products and Services. The following financial products and services will be available to an Estate that qualifies for membership:

- Regular Share Account
- Hi-Yield/Hi-Yield Plus MMA
- Share Certificates
- Home Financial Services (online banking)
- Electronic Statement
- Checking Account
- Miscellaneous Share Account
- Premier Money Market Account
- Touch Tone Teller (audio response)

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

3. Documentation. In order to open an account for an Estate, the Personal Representative(s) agrees to provide such documentation as is required by the Credit Union with regard to the Estate pursuant to its policies and procedures or opinion of its counsel, including, but not necessarily limited to, Death Certificate, Letters of Authority appointing a Personal Representative signed by a Probate Court Judge, and evidence of a bond (if required by the court).

The Credit Union reserves the right to refuse membership to an Estate when it is subject to a will not drafted in accordance with and governed by the laws of the State of Michigan, or is subject to an out-of-state probate proceeding.

4. Representations of Personal Representative. The Personal Representative represents the following: (i) the Letters of Authority presented are in full force and effect and have not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Personal Representative has qualified, is acting as Personal Representative, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Personal Representative is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit, share certificates, and mutual funds, to borrow money, and is authorized to grant a security interest in Estate assets, and accomplish any or all other banking transactions, including the maintenance of a safe deposit box; and (iv) the Personal Representative will send written notice of any change in Personal Representative, or of any amendment or modification of the Letters of Authority which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would effect the powers of the Personal Representative, or any other representations made to the Credit Union.

The Credit Union may rely on these representations and any instructions by the Personal Representative and act in accordance therewith in any respect affecting the account before or after termination of the Estate, unless and until it receives a written notice of changes to the Letters of Authority, or written notice of any events affecting the Personal Representative's powers described above or in any documents required by the Credit Union.

5. Acknowledgement of Fiduciary Responsibility. As Personal Representative, you acknowledge and understand your legal obligations as a fiduciary and as more fully set forth in the Michigan Estates and Protected Individuals Code. You further agree to conduct all business with the Credit Union on behalf of the Estate in accordance with state and federal laws as well as orders from any court of competent jurisdiction.

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

7. Deposits. The Personal Representative has transferred funds to the Estate to be payable, as directed by law, to the heirs at law of the Estate. Any additional funds deposited into accounts owned by the Estate, by the Personal Representative, or other persons authorized to make deposits, shall be conclusively presumed to be property of the Estate at the time of deposit.

8. Withdrawals. All sums paid to the Credit Union on shares/deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. Such demand must be made by the Personal Representative, as indicated on the Signature Card for Accounts Opened by Fiduciaries. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account. Only methods approved by the Credit Union may be used to make withdrawals from the account.

9. Distribution of Accounts. If you have opened an account for an Estate, you, as Personal Representa-

tive, understand and agree that the Credit Union may distribute funds pursuant to the terms of your instructions, or pursuant to the terms of a court order, and you, on behalf of the Estate, all heirs at law of the decedent, and all successor Personal Representatives forever indemnify and hold the Credit Union harmless for distributions made in good faith reliance on that instruction and/or court order. You further agree that it is your responsibility to notify the Credit Union when an Estate for which an account has been opened has been closed, rescinded, revised, or in any way modified.

10. Checking Accounts. The Credit Union is authorized to pay checks signed by the Personal Representative and to charge any payment against the checking account. In addition to the other terms set forth in Section VI (Checking Accounts) of this Agreement it is agreed that the front side of all checks shall at a minimum contain the name of the Estate and the Personal Representative.

C. Custodial Account Under the Michigan Uniform Transfers to Minors Act (UTTMA)

1. Generally. Individuals may open a separate membership account for a Minor under the Michigan Uniform Transfers to Minors Act ("UTTMA") provided the Custodian or Minor is a member of the Credit Union, or the Custodian or Minor is eligible for membership, as provided in Section I of this Agreement. As Custodian for a Minor under the Michigan UTTMA, you understand and agree that the authority of the Custodian shall cease, and the Minor shall receive full control of the account, when the Minor reaches the age of majority. The Custodian understands that funds in this account may not be pledged as security for any purpose.

As used herein, the words "we," "us," "our," and "Credit Union" shall refer to and mean Financial Plus Credit Union, and the word "you" shall refer to and mean the Custodian.

2. Products and Services. The following types of financial products and services will be available to Custodial Accounts under the Michigan UTTMA:

- Regular Share Account
- Share Certificates
- Premier Money Market Account
- Hi-Yield or Hi-Yield Plus MMA
- Electronic Statement

To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as described previously, govern accounts established for Minors under the UTTMA.

3. Acknowledgement of Fiduciary Responsibility. As a Custodian under the Uniform Transfers to Minors Act, you acknowledge and understand your legal obligations as a Fiduciary and as more fully set forth in the Uniform Transfers to Minors Act. You further agree to conduct all business with the Credit Union on behalf of the minor in accordance with state and federal laws as well as orders from any court of competent jurisdiction.

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

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

6. Withdrawals. All sums paid to the Credit Union on shares/deposits (less set-offs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand by the named Minor on or after he or she reaches the age of majority as specified on the signed Signature Card for Accounts Opened by Fiduciaries. Any withdrawal demands made prior to that time by any party must be accompanied by an Order issued by a Court of competent jurisdiction. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by Court Order. Withdrawals must be made in the form of a check made payable to the Custodian for the benefit of the named Minor. We reserve the right to refuse any withdrawal request. The Credit Union shall not be liable for loss resulting from the misappropriation of funds withdrawn from the UTTMA account.

D. Account for Other Fiduciary Relationships

1. Generally. Individuals may open a separate membership account as a Fiduciary for another named Person or Estate. For example, an account can be opened by a Conservator, Guardian, Representative Payee, etc. These accounts are referred to collectively as "Fiduciary Accounts", and the individuals or estates for whose benefit they are opened are referred to collectively as "Protected Persons." The individual opening the account will be referred to as the "Fiduciary." The Fiduciary Account will qualify for membership provided the Fiduciary or Protected Person is a member of the Credit Union, or the Fiduciary or Protected Person is eligible for membership, as provided in Section I of this Agreement.

As used herein, the words "we," "us," "our," and "Credit Union" shall refer to and mean Financial Plus Credit Union, and the word "you" shall refer to and mean the Conservator, Guardian, or Representative Payee, as the context of use so requires.

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

- Regular Share Account
- Hi-Yield or Hi-Yield Plus MMA
- Share Certificate
- Automated Teller Machine Card
- Home Financial Services (online banking)
- Bill Pay Plus (bill payment program)
- Checking Account
- Miscellaneous Share Account
- Touch Tone Teller (audio response)
- Visa Debit Card
- Electronic Statement
- Premier Money Market Account

To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as described previously, govern these Fiduciary Accounts.

3. Documentation. In order to open a Fiduciary Account, you agree to provide such documentation as is required by the Credit Union with regard to the Fiduciary relationship, including, but not necessarily limited to, Letters of Authority naming you as Conservator, Guardian, or Representative Payee.

The Credit Union reserves the right to refuse to open a Fiduciary Account when such documentation does not derive from the authority of the laws of the State of Michigan or Social Security Administration Rules and Regulations.

4. Representations of Other Fiduciary. If you are a Conservator, you represent the following: (i) the Letters of Conservatorship presented are in full force and effect and have not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Conservator has qualified, is acting as Conservator, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Conservator is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit, share certificates, and mutual funds, to borrow money, and is authorized to grant a security interest in assets of the Protected Person, and accomplish any or all other banking transactions, including the maintenance of a safe deposit box; and (iv) the Conservator will send written notice of any change in Conservator, or of any amendment or modification of the Letters of Conservatorship which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would effect the powers of the Conservator, or any other representations made

to the Credit Union.

If you are a Guardian, you represent the following: (i) no Conservator has been appointed with regard to the Protected Person; (ii) the Letters of Guardianship presented are in full force and effect and have not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (iii) the named Guardian has qualified, is acting as Guardian, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iv) the Guardian is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit, share certificates, and mutual funds, to borrow money, and is authorized to grant a security interest in assets of the Protected Person, and accomplish any or all other banking transactions, including the maintenance of a safe deposit box; and (v) the Guardian will send written notice of any change in Guardian, or any appointment of Conservator, or of any amendment or modification of the Letters of Guardianship which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would effect the powers of the Guardian, or any other representations made to the Credit Union.

If you are a Representative Payee, you represent the following: (i) the authority granted to you by the Social Security Administration to act as Representative Payee is in full force and effect and has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Representative Payee has qualified, is acting as Representative Payee, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Representative Payee is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit, share certificates, and mutual funds on behalf of the Social Security Beneficiary; and (iv) the Representative Payee will send written notice of any change in Representative Payee, or of any amendment or modification of the Award Letter which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would effect the powers of the Representative Payee, or any other representations made to the Credit Union.

The Credit Union may rely on these representations and any instructions by the Fiduciary and act in accordance therewith in any respect affecting the account before or after termination of the fiduciary authority, unless and until it receives a written notice of changes to the Letters of Conservatorship, Letters of Guardianship, or Award Letter, or written notice of any events affecting the fiduciary's powers described above or in any documents required by the Credit Union.

5. Acknowledgement of Fiduciary Responsibility. As Fiduciary, you acknowledge and understand, that you owe the Protected Person a legal fiduciary responsibility, as more fully set forth in the Michigan Estates and Protected Individuals Code, or the Social Security Administration Rules and Regulations, as the case may be, to care for his or her property, including funds held on deposit in the Credit Union. You further agree to conduct all business with the Credit Union on behalf of the Protected Person in accordance with state and federal laws as well as orders from any court of competent jurisdiction or the Social Security Administration Rules and Regulations. You understand and agree that funds in this Account may not be pledged as security for any purpose.

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

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

8. Withdrawals. All sums paid to the Credit Union on shares/deposits (less set-offs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand by the named Fiduciary. Such demand must be made by the named Fiduciary, as indicated on the Signature Card for Accounts Opened by Fiduciaries. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by Court Order. We reserve the right to deny any withdrawal request. The Credit Union shall not be liable for the misappropriation of funds resulting from a withdrawal from a Fiduciary account.

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

10. Checking Accounts. The Credit Union is authorized to pay checks signed by the named Fiduciary and to charge any payment against the Checking Account. In addition to the other terms set forth in Section VI (Checking Accounts) of this Agreement it is agreed that the front side of all checks shall at a minimum contain the name of the Protected Person and the named Fiduciary.

XIII. ELECTRONIC FUND TRANSFERS (EFT)

A. Generally. Financial Plus Credit Union makes available to members various "electronic fund transfer" services. We have provided, and will be providing from time to time, plastic Automated Teller Machine Cards and/or Visa Debit Cards (Card or Cards) to certain members. "Electronic fund transfers" may also be made by use of a touch-tone telephone through our audio response service (Touch Tone Teller - TTT) or by use of a personal computer through our online banking (Home Financial Services - HFS) and BillPay Plus programs or by preauthorized debits (including electronic check conversions) and credits from third parties. Two or more persons may be furnished such cards and services relating to the same account or accounts in the Credit Union.

When a secret personal identification number (called a "PIN") is also provided, the Card can be used, together with the PIN, in any of a number of ATMs or point of sale terminals to make "electronic fund transfers" to, from, or between one or more accounts in the Credit Union, simply by following the instructions at the machine or terminal. The Visa Debit Card can also be used along with your signature or with other electronic means at Visa merchant locations.

We will, upon request, issue a personal identification number ("PIN") which can be used with a touch-tone telephone or personal computer to make "electronic fund transfers" to, from, or between one or more accounts in the Credit Union by following the rules and procedures of our Touch Tone Teller and/or Home Financial Services program(s) or to third parties through our BillPay Plus program.

This Agreement is being furnished to you as a member of Financial Plus Credit Union to meet the requirements of the federal and Michigan statutes relating to "electronic fund transfers," as well as the requirements of the regulation (Regulation E) issued by the Consumer Financial Protection Bureau pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM, a point of sale terminal, at a Visa merchant location, our Touch Tone Teller service, Home Financial Services program, BillPay Plus service, or in some other manner.

In this Agreement, "you" and "your" includes the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfer" service. "We," or "us," and "Credit Union" refer to Financial Plus Credit Union.

This Agreement is a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers," as outlined in Section E, in the following cases:

- If you use the account(s) covered by this Agreement after receipt of this Agreement;
- If you already have an Automated Teller Machine Card and/or Visa Debit Card and PIN provided by us and you use them to make such transactions after receipt of this Agreement;
- If you ask us to provide you with a PIN and you thereafter use it, together with your Automated Teller Machine Card and/or Visa Debit Card, to make such transactions;
- If you receive an Automated Teller Machine Card and/or Visa Debit Card from us without asking for it, but then ask us to provide you with a PIN to make such transactions or activate it according to the instructions on the card(s);
- If you already have, or if we issue a PIN at your request and you use it to make transactions through our Touch Tone Teller, Home Financial Services, or BillPay Plus program(s);
- If you have authorized other "electronic fund transfers," such as preauthorized debits (including electronic check conversion) or preauthorized credits through a third party service provider or you authorize other "electronic fund transfers" after receipt of this Agreement.

In any case, your use of the account(s) or your making of such transactions after receipt of this Agreement constitutes your acceptance of the terms and conditions set out in this Agreement.

Although your account(s) may be subject to "electronic fund transfers" and in that regard are subject to the terms and conditions of this Agreement, you may continue to use those account(s) to the same extent and in the same manner that you have in the past insofar as "over-the-counter" and other non-electronic transactions are concerned.

B. Accounts Affected. Each of the following types of accounts in the Credit Union can be subject to some kind of "electronic fund transfer" service:

- Regular Share Account
- Hi-Yield or Hi-Yield Plus MMA
- Share Certificate
- IRA and ESA Money Market Accounts
- Checking Account
- Miscellaneous & Christmas Club Account
- IRA or ESA Savings Account
- Premier Money Market Account

These types of accounts are sometimes referred to in this Agreement as "asset account(s)" or simply as your "account(s)."

You have previously told us which of your account(s) you want to be subject to a particular type of "electronic fund transfer" service. You may change those instructions in the future, and we will follow your new wishes to the extent regulations allow, and our "electronic fund transfer" services permit at that time.

C. Account Agreements. The other terms and conditions of the Membership and Account Agreement relating to your accounts with us remain in effect except to the extent modified by this Section XIV.

D. Minimum Balance. You must always maintain a minimum of \$5.00 in your Regular Share account to be entitled to make "electronic fund transfers" affecting your account(s). We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least twenty-one (21) days advance written notice.

E. "Electronic Fund Transfer" Services. You have previously told us which "electronic fund transfer" services you want to use. You can discontinue use of any such service whenever you wish. If you begin using a different "electronic fund transfer" service after receipt of this Agreement, we must be notified of the account(s) to be affected.

We may make additional types of "electronic fund transfer" services available in the future. We may also discontinue one or more, or all, of our "electronic fund transfer" services in the future, but if we do that we will give you at least twenty one (21) days advance written notice.

At the present time, you can authorize the following types of "electronic fund transfers" to, from, or between your "asset account(s)" in the Credit Union:

Preauthorized Transfers to Your Accounts (Credits):

- Direct deposit of Social Security payments, and pension payments;
- Direct deposit of Veterans Administration benefits and Railroad retirement benefits;
- Deposits of net paycheck or payroll deduction from various employers who have agreed to send such deposits to us;
- Direct deposit of military active duty and retirement benefits;
- Transfers between your "asset accounts" or loan accounts* in the Credit Union.
- Automatic transfer from another person's account in the Credit Union;
- Deposit(s) from any third party through the facilities of an automated clearing house (ACH), or other electronic network.

If, in connection with a direct deposit plan, we deposit any amount in an 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 the 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.

*These are not "electronic fund transfers."

Preauthorized Transfers from Your Accounts (Debits):

- Payments of your house mortgage, insurance premiums and utility bills, as well as other types of payments to third parties, through facilities of an automated clearing house (ACH) or other electronic network;
- Transfers between your "asset accounts" or loan accounts* in the Credit Union.
- Automatic transfers to another person's account in the Credit Union;
- Automatic transfers from your account to make payments on another person's loan to the Credit Union.

*These are not "electronic fund transfers."

Electronic Checking Conversion:

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. The check may be given to the merchant or other payee blank, partially completed, or fully completed and signed; may be presented at the point of sale or mailed to a merchant or other payee or lockbox and later converted to an "electronic fund transfer;" or may be retained by the consumer, the merchant or other payee, or the payee's financial institution. This may include the electronic payment of charges for checks returned for non-payment. Your authorization to make such types of "electronic fund transfers" may be expressed in writing or implied, for example, by the merchant or other payee posting a sign.

Touch Tone Teller Transactions:

If you have authorized access to our Touch Tone Teller automated response system, you may use your touch tone telephone and PIN to make the following "electronic fund transfers:"

- Withdrawals from your "asset accounts" or line of credit loan accounts in the Credit Union, except IRA, escrow, and certificate accounts (A check will be mailed to your address on file.);
- Transfers between your "asset accounts" in the Credit Union, excluding IRA, escrow, and certificate accounts;
- Transfers between your "asset accounts" and your line-of-credit loan accounts in the Credit Union, except IRA, escrow, and certificate accounts;
- Transfers from your "asset accounts" to your closed-end loan accounts in the Credit Union, except IRA, escrow, certificate accounts, and mortgages.

• Transfers from your "asset accounts" in the Credit Union (excluding IRA, escrow, and certificate accounts) or line-of-credit loan to another member account at the Credit Union, which you have previously authorized.

• Balance inquiries and other account information on your asset and loan accounts*.

*These are not "electronic fund transfers."

Automated Teller Machine (ATM) Transactions:

If you have an Automated Teller Machine Card and/or Visa Debit Card for which we have issued a PIN, you can use your card and PIN to make the following transactions in an automated teller machine (ATM). However, your Card(s) may need to be reprogrammed by our Member Service Department in order to access all of these accounts:

- Deposits to your regular share, checking, and Hi-Yield**, Hi-Yield Plus Money Market**, or Premier Money Market** account;
- Cash withdrawals from your regular share, checking, and Hi-Yield**, Hi-Yield Plus Money Market**, or Premier Money Market** account;
- Cash withdrawals from your Visa and Personal Pocketbook or Home Equity line-of-credit loan accounts with us*;
- Transfers (non-cash) between regular share, checking, and Hi-Yield**, Hi-Yield Plus Money Market**, or Premier Money Market** accounts;
- Transfers (non-cash) from your regular share, checking, and Hi-Yield**, Hi-Yield Plus Money Market**, or Premier Money Market** accounts to your loan account(s)*** with us;
- Transfers (non-cash) from your Visa and Personal Pocketbook or Home Equity line-of-credit loan accounts with us to your regular share, checking, and Hi-Yield**, Hi-Yield Plus Money Market**, or Premier Money Market** account;
- Payments on loans by cash, check, draft, etc.*/***;
- Balance Inquiries on your regular share, check, and Hi-Yield**, Hi-Yield Plus Money Market**, or Premier Money Market** accounts**, and your Visa and Personal Pocketbook or Home Equity line of credit loan accounts*.

* These are not "electronic fund transfers."

** Hi-Yield, Hi-Yield Plus Money Market, and Premier Money Market account access restricted to ATMs owned and operated by the Credit Union and ATMs in the Co-op Network.

*** Loan payment transfers will be processed manually within two (2) "business days" of the transaction date and are restricted to ATMs owned and operated by the Credit Union. See Subsection V for our "business days."

Point-Of-Sale Transactions:

If you have an Automated Teller Machine Card and/or Visa Debit Card for which we have issued a PIN, you may use your card and PIN to pay for goods and services at places that have agreed to accept cards with Interlink access. These places will display the Interlink logo in their business locations. Payment may only be made from funds in your checking account. Access to other accounts is not permitted.

Visa Debit Card Transactions:

If you have an Visa Debit Card, you may use your signed card along with your signature to purchase goods and services from merchants that have agreed to accept Visa cards. These merchants will display the Visa logo in their business locations. You may also use your Visa Debit Card to order goods or services by mail, telephone, or the Internet from merchants that have agreed to accept Visa cards. Your Visa Debit Card, along with your PIN, will also perform the transactions itemized in the "Automated Teller Machine Transactions" and "Point-of-Sale Transactions" sections above. Purchase transactions at merchant locations may only be made from funds in your checking account. Access to other accounts is not permitted.

Home Financial Services (Online Banking) Transactions:

Our Home Financial Services (HFS) allows members to process "electronic fund transfers" between their account(s) and make other transfer requests by use of a personal computer connected to the Internet. If you have authorized HFS access, for which we have issued a PIN, you may log onto our HFS system to process the following transactions:

- Transfers between your "asset accounts" in the Credit Union (excluding IRA, escrow, and certificate accounts);
 - Transfers from your "asset accounts" (except IRA, escrow, and certificate accounts), to your loan accounts in the Credit Union (except mortgages);
 - Transfers from your line-of-credit loan accounts (i.e. Visa, Personal Pocketbook or Home Equity) to your "asset accounts" (except IRA, escrow, and certificate accounts);
 - Transfers from your "asset accounts" (except IRA, escrow, and certificate accounts), or line-of-credit loan accounts (i.e. Visa, Personal Pocketbook or Home Equity) to another member account at the Credit Union, which you have previously authorized;
 - Balance inquiries, account histories and other account information on your asset and loan accounts*;
 - Download account information into certain personal financial management software packages*;
 - Send an e-mail message to us to place an order for an additional supply of checks, place a stop payment on a check or range of checks, and perform certain other calculations*. There may be a fee for these services, refer to our current Fee Schedule;
 - Send a secure e-mail message to us regarding your account*;
 - Make application for credit card and other loan accounts*;
 - Access your electronic statement* and our BillPay Plus services.
- * These are not "electronic fund transfers."

BillPay Plus Services:

BillPay Plus is a bill payment service, which allows members to transfer funds from their checking account to make third-party payments. You must be a user of Home Financial Services to access the BillPay Plus program. If you have authorized access to our BillPay Plus service, you may use a personal computer, an internet connection, and PIN to make the following "electronic fund transfers:"

- Withdrawals from your checking account in the Credit Union to make payments to third parties, through the facilities of an automated clearing-house (ACH), other electronic network, or by check.
- Balance inquiry on your checking account.*

*These are not "electronic fund transfers."

BillPay Plus transfers can be scheduled as "Today", "Future", "Recurring" or "Expedited" payments.

A "Today" payment will be withdrawn from your checking account immediately upon terminating the BillPay Plus session, and the payment to the third-party payee will begin processing on the following "business day." The payment may not be stopped or cancelled once you have terminated the BillPay Plus session.

A "Future" payment will be withdrawn from your checking account and the third-party payment will begin processing on the day scheduled by you, or if not a "business day" on the next "business day." "Future" payments may be scheduled up to three-hundred-sixty-four (364) days in advance and may be changed or cancelled until midnight (Eastern Time) of the day prior to the scheduled payment date.

A "Recurring" payment can be scheduled to occur automatically based upon a specified regular basis, beginning on the start date you have indicated and ending on the end date you have indicated. "Recurring" payment(s) will be withdrawn from your checking account, and the third-party payment will begin processing on the day you have scheduled, or if not a "business day" on the next "business day." "Recurring" payments may be changed or cancelled until midnight (Eastern Time) of the day prior to the scheduled payment date.

An "Expedited" payment, when available, will be withdrawn from your checking account immediately and the third-party payment will be made the same day if processed on a "business day" by 2 p.m. Eastern Time or the following "business day" if processed after 2 p.m. Eastern Time. Refer to our current Fee Schedule for the fee related to "Expedited Payments".

The BillPay Plus program is available twenty-four (24) hours per day, seven (7) days per week, and is limited to \$5,000.00 per payment, and up to forty-five (45) third-party payees. When you schedule a payment, the BillPay Plus program will indicate the anticipated "deliver by" date that the third party payee is expected to receive the payment. All payments must be payable in United States Dollars and the payee address must be within the United States. Payments may not be made to a federal, state or local governmental or taxing unit, or other category of payees, as indicated by the BillPay Plus program. When scheduling a payment, you must allow a sufficient number of "business days", as indicated by the BillPay Plus program, for the payment to be processed and delivered to the third-party payee by the payment due date, excluding any grace period. Refer to the "Payment Guarantee" in the BillPay Plus program for more details. See Subsection V for our "business days."

See the current Fee Schedule for criteria relating to assessment of BillPay Plus fees. The monthly fee for BillPay Plus, if applicable, will be withdrawn from your checking account on the last day of each month. We reserve the right to change this fee, upon notice, in the future.

F. Location of ATMs. At the present time, you can use automated teller machines (ATMs) owned and operated by Financial Plus Credit Union, and machines in the NYCE, Co-op, and Cirrus networks. Other regional networks may also be available through network sharing agreements.

The number and location of ATMs is, of course, subject to change at any time. If you have an Automated Teller Machine Card and/or Visa Debit Card and PIN, we will keep you informed from time to time of the location of our machines and the networks available.

G. Excluded Transactions. Our data processing system makes it possible to offer you many electronic services, however, some of these services do not constitute "electronic fund transfers" for the purpose of this disclosure, such as, for example, deposits of payroll deduction from certain employers, payment of premiums for individual or family group life insurance by deduction from your account(s) in the Credit Union, automatic transfers from your account(s) to pay your loan(s) owing to us, automatic transfers between your own "asset account(s)" in the Credit Union, and transfers received via Fedwire or through a similar wire transfer system, such as "A2A" Money Transfer System, that is used primarily for transfers between financial institutions or between businesses. The terms and conditions of this Agreement apply only to those services and transfers, which are "electronic fund transfers" as described in Subsection E; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in Subsection E.

H. Illegal Use of Card or Other "Electronic Fund Transfer" Service. You understand and agree that "electronic fund transfer" services, including but not limited to use of a Card, may not be used for any illegal transaction. You further understand and agree that illegal use of an "electronic fund transfer" service will be deemed an action of default and/or breach of contract, and as a result your account and other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it, and, additionally, to indemnify and hold the Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use.

Internet gambling may be illegal in the jurisdiction in which a member is located, including the United States and elsewhere. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are legal in the jurisdiction in which the member is located. The Credit Union may decline to authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness. The Credit Union will immediately report and comply fully with law enforcement agencies seeking to investigate illegal use of a Credit Union Card or other "electronic fund transfer" service.

I. Card and Electronic Device Ownership. All Automated Teller Machine and/or Visa Debit cards, and their personal identification numbers (PIN's), Home Financial Services PIN's, and Touch Tone Teller PIN's remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. Your use of such services is a revocable privilege. Because we retain ownership of all Cards and PIN's, we may, in our sole discretion, revoke your access to such privileges for repeated overdrafts, account misuse, loan delinquencies, and other activities deemed adverse to the Credit Union's interest.

If this Agreement is terminated, you agree to surrender any Automated Teller Machine and/or Visa Debit cards to us.

We will not be required to complete any "electronic fund transfer", that would cause your account to go below zero, or after the service has been terminated, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request.

J. Personal Identification Number (PIN) Secrecy and Member Responsibility. If we have issued PIN's for use in conjunction with your Cards or account, you agree to keep the PIN(s) secret and you also agree that you will not write the PIN(s) on your Card(s) nor on any item you keep with your Card(s) or other account information, or store your PIN on your personal computer. Unless you provide evidence to the contrary, the Credit Union will attribute all PIN-based transactions made on your accounts to your own activities.

K. Fees for "Electronic Fund Transfers". At the present time, we make no charge to you or to your asset account(s) for the making of "electronic fund transfers" as described in Subsection E, or for the right to make such transfers, except when limitations are exceeded on the number of transactions made at an ATM and for BillPay Plus services, when applicable. There may be a charge for additional or replacement Cards. There may also be transfer, overdraft, and/or non-sufficient fund fees for overdrafts created in your account(s). Refer to our Fee Schedule for current fees. We reserve the right to impose, or change such fees, if we deem it necessary. We will give you at least twenty-one (21) days advance written notice before imposing or increasing any such fee.

If you use an ATM that is not operated by us, you may be charged a fee by the operator of the ATM and/or by an automated transfer network.

If you use your Card to make a transaction in a country outside the United States, you will be charged an International Transaction Fee, regardless if the transaction is made in foreign currency or U.S. currency. Refer to our current Fee Schedule for the applicable ATM/Debit/Credit Card International Transaction Fee. If the transaction is made in foreign currency, the transaction will be converted to U.S. Dollars. The currency conversion rate will be either a rate selected by Visa or the Plus network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa or Plus itself receives, or the government mandated rate in effect for the applicable central processing date. We reserve the right to change this fee, upon notice, in the future.

L. Limitations on "Electronic Fund Transfers". Transfers and withdrawals made by telephone*, by Touch Tone Teller, through Home Financial Services, by transfer to an authorized third party, or to cover overdrafts* will be limited to a total of six (6) such transfers and withdrawals per account, per month (Regulation D). Transfers and withdrawals made by ATM, in person or by mail, and through our BillPay Plus program are not subject to this limitation nor are transfers and withdrawals made from your checking account. In addition, transactions made by Touch Tone Teller and through Home Financial Services are aggregated and limited to \$10,000 per transaction, a maximum of six (6) transactions per day and an aggregate maximum daily transaction limit of \$25,000.

Your accounts may be accessed twenty four (24) hours per day, seven (7) days per week, except for short periods of time each day to allow for certain processing and back-up requirements. Other unanticipated outages may be experienced, although they will be kept to a minimum. We reserve the right to deny "electronic fund transfer" services if your account(s) are in derogatory status, such as if you are past due on your loan obligations with us or overdrawn on any of your account(s). We also reserve the right to deny any "electronic fund transfer" when, in our sole discretion, a transaction is deemed to subject the account or Credit Union to a high level of risk. These limitations may be changed in the future; however, we will give you written notice of any such change at least twenty-one (21) days in advance.

There are no limitations on the number of deposit, transfer and payment transactions you may make at an ATM during a twenty-four (24) hour operating cycle. However, deposits and transfers are limited to \$25,000.00 per transaction. Not all transactions types may be available at all ATMs. Payment transactions are allowed only at ATMs owned and operated by Financial Plus Credit Union. Hi-Yield, Hi-Yield Plus and Premier Money Market account transactions are allowed only at ATMs owned and operated by Financial Plus Credit Union and ATMs within the Co-op Network. To protect against possible losses, our Automated Teller Machine Card(s) will not allow you to obtain more than \$305.00 cash, including surcharges, from an ATM, per card, and \$500.00 in goods or services, per Card, through a point of sale terminal during a daily twenty-four (24) hour cycle. Additionally, certain Card(s), at the option of the Credit Union, may have reduced cash withdrawal and point-of-sale authorization limits; however, if this is the case, you will be notified. Your Visa Debit card will not allow you to obtain more than \$510.00 cash, including surcharges, from an ATM, per card, and \$1,500.00 in goods or services, per Card, through any combination of transactions at point-of-sale terminal(s) or purchase(s) at Visa merchant(s) during a daily twenty-four (24) hour cycle. Purchase transactions made by use of your Card(s) may only be made from funds in your checking account. Access to other accounts is not permitted. You have the right to require us to program our system so that no more than \$50.00 can be withdrawn from your account(s) by use of your Card during a single day. Please contact us if you want this option. Your Card(s) may not be used for any illegal transaction, including Internet gambling transactions.

You must be a user of Home Financial Services to access BillPay Plus. BillPay Plus transfers are limited to \$5,000.00 per payment, up to forty-five (45) third-party payees, and must be made from funds in your checking account. Third-party payments must be made to United States payees and payable in United States Dollars. Payments may not be made to a federal, state or local governmental or taxing unit, or other category of restricted payees, as indicated by the BillPay Plus program.

* These are not "electronic fund transfers."

M. Documentation of Transfers.

A. You can get a transaction receipt at the time you make any transfer to, from or between your account(s) using an ATM or point-of-sale terminal. A receipt may not be available if the transaction amount is \$15.00 or less.

B. If you have arranged to have direct deposits (which are "electronic fund transfers" as described in Subsection E) made to your "asset account(s)" at least once every sixty (60) days from the same person or company;

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

(2) If that person or company does not give you such notice, you may use our Touch Tone Teller, Home Financial Services, or contact us at (810) 244-2200 or (800) 748-0451 to find out whether or not the deposit was made.

C. You will receive a statement every month in which you have "electronic fund transfer" activity, and at least once per quarter for each "asset account(s)" for which you have authorized any "electronic fund transfer" service described in Subsection E that has not had activity in a given month. Periodic statements we send you on accounts that are subject to "electronic fund transfers" described above and transaction receipts are admissible evidence in resolving a dispute.

D. If preauthorized payments from your account(s) may vary in amount, the person you are going to pay will notify you, in writing ten (10) days before each payment, of the payment date and amount. 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; if so, you must make the necessary arrangements with the party you are going to pay.

N. Right and Procedures to Stop Payment on Preauthorized, Electronic Check Conversions, and BillPay Plus Transfers. The following rules apply only to "Preauthorized Transfers From Your Account (Debits)," "Electronic Check Conversions" and "BillPay Plus Services" as described in Subsection E of this Agreement.

If you have authorized payments from your account(s), or authorized an electronic check conversion, you can stop these payments. However, only BillPay Plus transactions designated as "Recurring" or "Future" payments can be stopped, or may be cancelled through the BillPay Plus program if cancelled before midnight (Eastern Time) of the day before the scheduled processing day. "Today" and "Expedited" payments cannot be stopped or cancelled once the BillPay Plus session is terminated. To place a stop payment on a preauthorized transfer, electronic check conversion, or "Recurring" BillPay Plus payment from your account, you must:

Call us at: (810) 244-2200 or toll-free (800) 748-0451

Or, write us at:
Attn.: Member Service Department
Financial Plus Credit Union
P. O. Box 7006
Flint, Michigan 48507-0006

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

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

If you order us to stop a preauthorized payment, check conversion, "Future" or "Recurring" BillPay Plus payments three (3) or more "business days" before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or proven damages. Refer to Subsection V of this Agreement, for our "business days".

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

If you do these things in writing, you MUST send the letter to:

Attn.: Member Service Department
Financial Plus Credit Union
P.O. Box 7006
Flint, Michigan 48507-0006

Or call us at: (810) 244-2200 or toll-free (800) 748-0451

If you tell us orally that you want such a transfer reversed, we will send you a form you can use to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this confirmation form back to us properly filled out within fourteen (14) calendar days after the date of your oral request for reversal. There is a fee for handling such reversal requests and we reserve the right, upon notice, to change such fees in the future. Refer to the ACH Reversal fee in our current Fee Schedule.

P. Confidentiality. In the ordinary course of business we will only disclose information to non-affiliated

third parties concerning your account(s) or "electronic fund transfers" described in Subsection E under the following circumstances:

- As necessary to complete "electronic fund transfers" or other transactions you have authorized; or
- With your oral or written consent; or
- To verify the existence of your account(s), or sufficient funds necessary to complete "electronic fund transfers" you have authorized through a third party; or
- To furnish information under the federal "Fair Credit Reporting Act;" or
- As provided by law, by court order, or governmental agency inquiry or order; or
- To investigate possible unauthorized "electronic fund transfers," or to combat fraud; or
- If the information relates to improper use of your account(s) or access devices.

Q. In Case of Errors or Questions About Your "Electronic Fund Transfers" as Described in Subsection E.

Telephone us at:
(810) 244-2200 or toll-free (800) 748-0451

Or write to us at:
Attn.: Member Service Department
Financial Plus Credit Union
P.O. Box 7006
Flint, Michigan 48507-0006

as soon as you can, if you think your statement or a transaction 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 sixty (60) days after we send the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number; and
- (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; and
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) "business days." In Subsection V of this Agreement, we list our "business days."

We will determine whether an error occurred within ten (10) "business days" after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) "business days" for the amount you think is in error, so that you will have 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 ten (10) "business days," we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) "business days" to credit your account for the amount you think is in error.

We will tell you the results within three (3) "business days" after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

If the error you assert is an unauthorized Visa purchase, other than a cash disbursement at an ATM, we will credit your account within five (5) "business days" unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) "business days." If we ask you to put your complaint or question in writing and we do not receive it within ten (10) "business days," we may not credit your account.

R. Liability for Unauthorized Use. Except as provided in this section, the Credit Union is liable to you for funds wrongly taken from your account by an unauthorized "electronic fund transfer."

However, you will be responsible for money taken from your account through an unauthorized "electronic fund transfer" if you voluntarily give your Automated Teller Machine Card and/or Visa Debit Card, Touch Tone Teller, Home Financial Services, or BillPay Plus account information or PIN(s) to someone who takes money out of your account(s) without your permission. You will continue to be liable until you notify us that transfers by that person are no longer authorized. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you.

Tell us AT ONCE if you believe that your Automated Teller Machine Card and/or Visa Debit Card, Touch Tone Teller, Home Financial Services, or BillPay Plus account information has been lost or stolen, if you believe that someone has learned your PIN(s), or if you believe that an "electronic fund transfer" has been made using information from your check without your permission. You should also notify us immediately if you believe someone has gotten money out of your account(s) without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) plus the maximum limits of your lines-of-credit (i.e. Visa credit card, Personal Pocketbook, Home Equity, or Overdraft Protection).

If you tell us within two (2) business days after you learn of the loss or theft of your Automated Teller Machine Card and/or Visa Debit Card, Touch Tone Teller, Home Financial Services, or BillPay Plus account information, or discover that someone has learned your PIN(s), you can lose no more than \$50.00 if someone used your Automated Teller Machine Card and/or Visa Debit Card or accessed your account(s) through Touch Tone Teller, Home Financial Services, or BillPay Plus without your permission.

If you do NOT tell us within two (2) "business days" after you learn of the loss or theft of your Automated Teller Machine Card and/or Visa Debit Card, or your Touch Tone Teller, Home Financial Services, or BillPay Plus PIN(s), and we can prove we could have stopped someone from accessing your account(s) without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, including those made using any Card, code (PIN) or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, or within sixty (60) days of the date that the e-mail message was sent notifying you that your statement was available electronically if you have chosen e-statements, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

S. Special Liability Protection Rules for Visa Debit Card Transactions. You will not be liable for any unauthorized transactions made with your lost or stolen Visa Debit Card, when used to make purchases at a Visa merchant (excluding transactions performed at an ATM or Interlink point-of-sale merchant).

T. Notice of Unauthorized Use. If you believe your Automated Teller Machine Card and/or Visa Debit Card, Touch Tone Teller, Home Financial Services PIN(s), or BillPay Plus PIN(s) has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, contact us IMMEDIATELY at:

Call us at:
(810) 244-2200 or toll-free (800) 748-0451

Or, write us at:
Attn.: Member Service Department
Financial Plus Credit Union
P.O. Box 7006
Flint, Michigan 48507-0006

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

U. Our Liability For Failure to Make "Electronic Fund Transfers". If we do not complete an "electronic

fund transfer," as described above, to or from your account(s) on time and in the correct amount according to our agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for the failure to complete a transfer under any of the following circumstances:

- For a loss of a Card that is retained or destroyed by an ATM;
- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan, to make the transfer;
- If there is not enough collected funds in your account to make the transfer;
- If the funds in your account are subject to garnishment or other legal process;
- If we have, because of your default on a loan, exercised our rights against the funds on deposit in an account;
- If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit;
- If the transfer would go over the established limit on your account(s);
- If you used your Card(s) or other access device in an incorrect, illegal or unauthorized manner;
- If the ATM where you are making the withdrawal does not have enough cash;
- If the ATM or system where you are making the transfer was not working properly and you knew about the breakdown when you started the transfer;
- If the failure was caused by a merchant, system or network not within our control;
- If you use or attempt to use "electronic funds transfers" as described in Subsection E after your right has been canceled;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- If you operate the ATM or system improperly;
- If you fail to observe the terms and conditions of this Agreement or our account agreements with you;
- If, due to suspicious activity on your account, we have temporarily suspended your privileges until the activity can be verified;
- If, using BillPay Plus, you attempt to make a payment to a payee outside the U.S., or to a governmental or taxing unit, or other restricted payee;
- If any of your loan accounts or any other obligation owing to us is delinquent, or any account with us is in derogatory status; or
- Other reasonable exceptions as established by us.

V. Business Days. Our "business days" are Monday through Friday, excluding New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and on the last weekday preceding Christmas and New Year's Day, and on any day designated for their observance.

W. Regulatory Agency. If you believe that we may have violated federal or state laws regulating "electronic fund transfers" (Michigan Public Act No. 322 of 1978), you may contact:

State of Michigan	OR	Consumer Financial Protection Bureau
Dept of Insurance & Financial Services		P.O. Box 4503
P.O. Box 30220		Iowa City, Iowa 52244
Lansing, MI 48909-7720		

X. Amendments/Termination. We reserve the right to amend this Agreement at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances; however, in the specific cases mentioned earlier, we will give you at least twenty-one (21) days advance written notice. We also reserve the right to terminate this Agreement by sending a notice, using either first class mail or e-mail, if you have so chosen, of such termination, which shall be effective when sent.

Y. Responsibility for Overdraft. If an overdraft in your account(s) is created through your use of "electronic fund transfers" as described in Subsection E, or because of fees and charges relating to those "electronic fund transfers," the overdraft amount and a non-sufficient funds or overdraft fee is due and payable the moment you get it, unless you are notified otherwise by the Credit Union. You also authorize us, in such a case, to apply from any other shares or deposits you may have in the Credit Union such amount as may be necessary to pay such overdraft amount and fee.

If a preauthorized debit or merchant purchase is presented for authorization or payment to your checking account for which there are non-sufficient funds available, (1) a transfer will be made from your other share or deposit account(s) to cover the overdraft, in accordance with Section VI, and/or (2) an advance on your Overdraft Protection line-of-credit loan account with us will be made to cover the overdraft and you will repay that advance in accordance with the terms and conditions of your Overdraft Protection line-of-credit plan, depending upon which form of overdraft protection you have selected. But, if there are not sufficient funds to make a transfer according to (1) or (2) of this section, or if you have no overdraft protection for your checking account, the preauthorized debit or merchant purchase may be denied and returned to the third-party presenter without payment, and your account may be charged a non-sufficient fund fee. In the sole discretion of the Credit Union, the preauthorized debit or merchant purchase may be honored, creating an overdraft in your checking account and you will owe the Credit Union the amount of the overdraft. In addition, you may be charged an overdraft fee. Refer to Section V, Subsection I regarding Overdraft Protection and overdrawn checking account responsibilities.

If a preauthorized debit is presented for payment to your share account(s) for which there are non-sufficient funds available, it may be returned to the third-party presenter without payment, and your account will be charged a non-sufficient fund fee.

Refer to our current Fee Schedule. We reserve the right to change fees, upon notice, in the future.

Z. Crediting of Deposits, Payments and Transfers. Deposits or payments made in an ATM, whether in cash, check, draft, or money order, are subject to verification, and the funds of such deposits and payments to your accounts may be held until they can be collected from the ATM, verified, and entered into our accounting system. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday which we are closed. If you place a check, draft or money order in an ATM as a deposit or payment, it is subject to collection in accordance with Section XV, Funds Availability Policy.

BillPay Plus transactions scheduled as "Today" payments will be deducted from your checking account immediately, however payment to the payee will not begin processing until the following "business day." BillPay Plus transactions scheduled as "Future" or "Recurring" payments will be deducted and processed on the scheduled payment date. The timeframe allocated for all payments to be received by the designated payee will be two (2) to five (5) "business days," as indicated on the Bill Pay Plus program when the payment is scheduled.

Refer to Subsection V for our "business days."

AA. Warranty. Except where expressly contained herein, the Credit Union makes no warranties, expressed or implied, pertaining to the use of any "electronic fund transfer" services.

XIV. FUNDS AVAILABILITY POLICY (REGULATION CC)

The following information describes the Credit Union's policy of holding deposited items in a checking account before funds are made available to you for withdrawal. Funds availability policies for accounts that are not checking accounts have been described elsewhere in this Agreement.

Your Availability To Withdraw Funds

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 receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the

funds to pay checks that you have written and other electronic debits that are presented for payment.

For determining the availability of your deposits, every day is a "business day", except Saturdays, Sundays and holidays observed by the Credit Union. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next "business day" we are open.

Remember, 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 unpaid and any other problems involving your deposit.

Holds on Other Funds (Check Cashing)

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

Longer Delays May Apply

In some cases, we may not make all of the funds that you deposit by check available to you by 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 second "business day" after the day of your deposit. The first \$200.00 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 by the first "business day", we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the Credit Union, we will mail you the notice by the first "business day" after we receive your deposit.

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

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 \$5,000.00 on any one day.
- You/we redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- 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 seventh "business day" after the day of your deposit or re-deposit.

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from "electronic fund transfers" to your account may not be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first "business day" after the day of your deposit if the deposits meet certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth "business day" after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will be available no later than the second "business day" after the day of your deposit.

Funds from all other check deposits will be available no later than the ninth "business day" after the day of your deposit, unless other exceptions listed in the "Longer Delays May Apply" section above also apply.

Automated Teller Machines (ATM) And Funds Availability

Financial Plus Credit Union owns and operates many of its own ATMs. These are clearly identified as Financial Plus Credit Union ATMs and can be found at any of our offices, in many of the General Motors facilities the Credit Union serves, and several retail sites. We will keep you informed of changes and additions to these locations.

All deposits made into an ATM after 12:00 noon on weekdays and anytime on Saturdays, Sundays or holidays observed by the Credit Union will be considered received the next "business day" we are open.

Our policy is to allow availability of funds deposited into Financial Plus Credit Union's ATMs by the next "business day" after we receive your deposit.

If you deposit funds into your Credit Union accounts through another ATM, one not owned and operated by the Credit Union, whether cash or check, the funds may not be available for up to five "business days" following the day of the deposit.

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

Our "business days" are Monday through Friday, excluding New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and on the last weekday preceding Christmas and New Year's Day, and on any day designated for their observance. If we change our "business days", we will notify you of the change in advance.

Assistance

As always, should you have any questions or need assistance with this or any other policy, please contact our Member Service Department at (810) 244-2200 or (800) 748-0451.

XV. WIRE TRANSFER AGREEMENT

The following rules shall apply to all funds transfer orders (ACH, Wire Transfers, or other electronic services) processed by the Credit Union.

We may accept on your behalf, payments to your account or transfers from your account, which will be or have been transmitted by Fedwire, or through a similar wire transfer system, that is used primarily for transfers between financial institutions or between businesses. Your rights and obligations with respect to such transfers shall be construed in accordance with and governed by Regulation J, Subpart B - Funds Transfers Through Fedwire, and the applicable Federal Reserve Bank Operating Circular. We may also accept on your behalf payments to your account which have been transmitted through one or more automated clearing houses (ACH's) 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 New York, unless it has otherwise specified in a separate agreement that the law of some other state shall govern. Where none of the above stated rules apply, the transactions contemplated by this Agreement shall be governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code.

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

Once you have agreed to the terms and conditions of this Wire Transfer Agreement, signed a Recurring Wire Transfer Authorization, and provided us with a secret password, created by you, we will accept wire

transfer orders from you via telephone, provided you have sufficient funds available in the appropriate account to execute the wire transfer, and you provide the secret password when you call to make your wire transfer. You hereby acknowledge that the security procedures described are commercially reasonable and that you have agreed to the security procedure offered by the Credit Union and agree to follow the security procedure when making a funds transfer order via telephone. You hereby acknowledge that you will be liable for any wire transfer or communication amending or canceling a wire transfer, whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed upon security procedure. We will charge you a fee for each wire transfer request that we process. Refer to the Wire Transfer Fee in our current Fee Schedule.

The Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your funds transfer orders.

We will not be liable for failure to comply with the terms of any funds transfer order (ACH, wire transfer, or other electronic service) when such failure is caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union.

You hereby indemnify the Credit Union, its agents, and employees against any loss, liability, or expense (including attorneys' fees) resulting from or arising out of any claim of any person in connection with any matters subject to this Agreement, except where applicable law precludes your indemnification.

It is the policy of the Credit Union to accept funds transfer orders into and out of your savings and/or checking account. Funds transfer orders from your account(s), other than your checking account, will be limited to a total of six (6) withdrawals or transfers to third parties, by means of a preauthorized or automatic transfer or telephonic order or instruction or similar order, per month. Your account(s) may be subject to closure if these limits are exceeded.

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

We will provide you with notification of an incoming funds transfer order as part of your periodic statement. Therefore, we will not provide a special notice every time we receive a funds transfer order into your account. Information is available regarding incoming funds transfer orders through our Home Financial Services, Touch Tone Teller or you may contact us at (810) 244-2200 or (800) 748-0451 if you are expecting a funds transfer order into your account.

Wire transfer requests received after 1:00 p.m. will be sent the following "business day". Wire transfers received for credit to your account after 4:00 p.m. will be considered received the following "business day". ACH credits received after 8:30 a.m. will be considered received the following "business day". Refer to Subsection V for our "business days."

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

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

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

XVI. ELECTRONIC STATEMENT (E-STATEMENT) AND OTHER DISCLOSURE AGREEMENT

By choosing to receive Electronic Statements (E-Statement) through Home Financial Services (HFS), you request and agree that any monthly or quarterly periodic Credit Union account statement and all other disclosures required by law from the Credit Union may be delivered to you electronically through HFS. We will send email notification to the email address on file at the Credit Union when your periodic statement and related disclosures are available through HFS.

You understand and acknowledge that you presently have the right to receive such periodic statements and disclosures in paper form, and that you may revoke this option at any time by providing the Credit Union with written notice of such revocation, at which time you will again be entitled to receive such periodic statements and disclosures in paper form.

You understand that, in order to receive such disclosures electronically, you must have a Personal Computer (PC) with internet access, maintain an email address, have access to a printer or available storage space on your PC to retain a copy on file, and the following software:

- Adobe Acrobat Reader 6.0 or higher (available free at <http://www.adobe.com>), and
- Netscape Communicator 4.x or higher (128 bit encrypted), or
- Microsoft Internet Explorer 4.x or higher (128 bit encrypted), or
- Mozilla Firefox 1.5 or higher (128 bit encrypted).

You hereby acknowledge that your equipment meets these technical requirements for receiving, downloading, and printing the information. You understand that in the event you experience difficulties or have questions regarding e-statements or disclosures you may contact the Credit Union at (810) 244-2200 or toll free (800) 748-0451.

You understand that you must notify the Credit Union if your email address changes by providing the Credit Union with written or electronic notice through the HFS Message Board of any such change in email address, and that the effective date of this new email address will be no more than thirty (30) days from the day such notice is acknowledged as received by the Credit Union.

You understand and agree that even though you have agreed to receive disclosures electronically you may contact the Credit Union by email or telephone to request that the Credit Union send a paper copy of a periodic statement, disclosure or notice that has already been sent or available electronically, and that the Credit Union may charge a fee for that service. You agree that such fee may be deducted from any of your account(s) at the Credit Union. Refer to our current Fee Schedule.

You understand and agree that the Credit Union retains the right, to the extent permitted by law, to limit this Agreement in the future by providing you with written notice of such changes sent to your last known mailing address or by providing electronic notice of such changes sent to your last known email address. In the future, should the Credit Union, by law or regulation, be permitted to deliver additional notices or disclosures to which you are entitled, you hereby agree to receive such notices or disclosures in electronic format sent to your last known email address.

XVII. EFFECTIVE DATE

The effective date of this Agreement is 1/01/14.

This credit union is federally insured by the National Credit Union Administration.

FACTS

WHAT DOES FINANCIAL PLUS CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, employment information, and income
- Account balances and transaction history
- Account transactions and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share member/consumer personal information to run their everyday business. In the section below, we list the reasons financial companies can share their member/consumer personal information; the reasons Financial Plus Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Financial Plus Credit Union share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes — to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes — information about your transactions and experiences	NO	NO
For our affiliates' everyday business purposes — information about your creditworthiness	NO	NO
For nonaffiliates to market to you	NO	NO

Questions?

Call (810) 244-2200 or toll free (800) 748-0451 or go to www.FinancialPlusFCU.org.

Who we are	
Who is providing this notice?	Financial Plus Credit Union

What we do	
How does Financial Plus Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Financial Plus Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or apply for a loan • show your government-issued ID or provide employment information • make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes — information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Financial Plus Credit Union has no affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Financial Plus Credit Union does not share nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include service providers, product providers, and mailing service providers.

Other Important Information
You acknowledge your receipt of this Privacy disclosure and you agree to share it with all joint owners, joint borrowers and guarantors.