

# Membership Account Agreement

(Not for Commercial Accounts)



## MEMBERSHIP ACCOUNT AGREEMENT

This Agreement outlines the terms and conditions that apply to all of your CASE Credit Union ("Credit Union") accounts. In this Agreement, the words "you" and "yours" mean anyone who signs a CASE Credit Union Membership Application and Agreement or is authorized to make transactions regarding your account(s) as provided hererin or by governing law, including account service(s). The words "we", "us", and "our" mean CASE Credit Union. The word "account" means any account or accounts established for you as set forth in this Agreement. By establishing an account with the Credit Union you agree that this Agreement is a binding contract between you and the Credit Union.

Your account types and ownership features are designated on your Membership Application and Agreement. By signing a Membership Application and Agreement, each of you, jointly and severally, agree to the terms and conditions stated in this Agreement, the Membership Application and Agreement, any account receipt accompanying this Agreement, the Credit Union's Bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

You should retain a copy of this Agreement and feel free to call the Credit Union if you have any questions. This Agreement also includes certain disclosures required under applicable state and federal law, including but not limited to the Federal Truth in Savings Act, National Credit Union Administration and Federal Reserve Board regulations, the Federal Electronic Funds Transfer Act (Regulation E), the Michigan Electronic Funds Transfer Act, the Expedited Funds Availability Act (Regulation CC), the USA Patriot Act, the Bank Secrecy Act, Financial Crime Enforcement Network and the Office of Foreign Asset Control. It also includes our EFT Agreement and Disclosure and our Wire Transfer Notice and Agreement. By signing a Membership Application and Agreement, you acknowledge receipt of these disclosures, including separate documents, which are incorporated within them by reference.

Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules and VISA or MasterCard's Operating Rules which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

If any terms of this Membership Application and Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If a court holds any portion of the Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

**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.

**PRIVACY POLICY**

<b>FACTS</b>	<b>WHAT DOES CASE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	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.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>* Social Security number and income</li> <li>* Account balances and payment history</li> <li>* Credit history and credit score</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons CASE Credit Union chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does CASE Credit Union Share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial companies</b> -	Yes	Yes
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b> -	No	We don't share

<b>Questions?</b>	If you have questions regarding our privacy policy, please contact us toll free at 888.393.7716, locally at 517.393.7710 or e-mail us through the "Contact Us" link at <a href="http://www.casecu.org">www.casecu.org</a> .
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<b>What We do</b>	
<b>How does CASE Credit Union protect my personal information?</b>	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.
<b>How does CASE Credit Union collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>* Open an account or deposit money</li> <li>* Pay your bills or apply for a loan</li> <li>* Use your credit or debit card</li> </ul>
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>* sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>* affiliates from using your information to market you</li> <li>* sharing for nonaffiliates to market you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies <i>*CASE Credit Union does not share with our affiliates</i>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>*CASE Credit Union does not share with our nonaffiliates so they can market you.</i>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products and services to you. <i>*Our joint marketing partners include insurance, investment, credit card and mortgage service companies.</i>

## GENERAL TERMS AND CONDITIONS

Unless otherwise stated, the terms and conditions set forth in this section apply to all of your accounts with the Credit Union.

**MEMBERSHIP** - To become a member of CASE Credit Union you must meet the membership requirements, including the purchase and maintenance of at least one (1) share ("membership share") as set forth in our Bylaws and in this Agreement. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request, now and in the future. We may also report information concerning your account(s) and credit to others. All joint owners will also be eligible for membership in this Credit Union.

**Membership Benefits and Obligations.** Upon approval of your application and the deposit of any required shares, you become a "member-owner" of this Credit Union. As a "member-owner" you are eligible to apply for all Credit Union deposit, loan and other financial services; and you may vote at all annual or special meetings of the membership if you are 16 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rules established for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

**TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING-** Pursuant to the Membership Application and Agreement used to open your account(s) with us, you provided a certification regarding the accuracy of your Taxpayer Identification Number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT-** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals) and/or other identifying documents.

**SINGLE PARTY ACCOUNTS** - A single party account is an account owned by one member (individual, trust or other organization) qualifying for Credit Union membership. If the account owner dies, that owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

**MULTIPLE PARTY ACCOUNTS-** An account owned by two or more persons/parties is a multiple party account. Except as modified in this Agreement, joint accounts shall be subject to and governed by the laws of the State of Michigan, including the Credit Union Multiple-Party Accounts Act 41 of 1968.

1. **Rights of survivorship.** Unless otherwise stated on the Membership Application and Agreement, the joint owners hereby agree with each other and with the Credit Union that all sums now paid into this account by any or all said joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
2. **Control of Multiple Party Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payments on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). Except as required by law, we have no duty to notify any owner(s) about any transaction completed by any other owner. We reserve the right to require written consent of all owners for any change to, or termination of, an account. If we receive written notice of a dispute between owners of inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. Further, any owner may make requests for services or make elections relating to any multiple party account; and such requests or elections shall be binding upon all owners.
3. **Multiple Party Account Owner Liability.** If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them.

**BENEFICIARY ACCOUNT DESIGNATION** - A Beneficiary Account Designation is an instruction to the Credit Union that an account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving beneficiary designated in your Membership Application and Agreement. Accounts payable to more than one surviving beneficiary when the last account owner dies are not owned jointly by such beneficiaries. Each such beneficiary shall separately own his/her equal share. The account divides equally among surviving beneficiaries upon the last surviving owner's death. Any beneficiary designation shall not apply to Individual Retirement Account (IRAs) because they are governed by a separate beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law. No beneficiary shall have any right under any circumstances to change the terms and conditions of this Agreement.

**POWER OF ATTORNEY** - We may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact and may restrict or refuse account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.

**SPECIAL ACCOUNT INSTRUCTIONS** - You may request that we facilitate certain 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 trust, will, or court order and we may refuse to open any account. 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 provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed form and accepted by us.

**ACCOUNTS FOR MINORS** - We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall, to the extent permitted by state law, be jointly and severally liable to us for transactions such as, but not limited to returned items, overdrafts, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his/her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any access rights. We have no duty to inquire about the use or purpose of any transaction made on an account owned by a minor.

**DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedules. We reserve the right to refuse or to return any deposit.

1. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more account owners, even if they are not endorsed by all payees. All owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons/parties is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
2. **Substitute Checks.** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
3. **Checks From Source Other Than Credit Union Approved Vendors.** The Credit Union uses an approved vendor(s) for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s).
4. **Multiple Payees.** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

5. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to charge a collection fee (refer to Fee Schedule).
6. **Direct Deposits.** We may accept preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or make preauthorized transfers from other sources. You must authorize any direct deposits to your accounts by a separate authorization form. A separate form must be completed for each direct deposit or automatic transfer. If applicable, you must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a bankruptcy filing, unless you cancel a deposit or transfer authorization, we will continue accepting deposits and transfer funds in accordance with your authorization(s). If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law; and you will be obligated to repay us on demand any such sums.
7. **Crediting of Deposits.** Deposits made on non-holiday weekdays (Monday - Friday) only, will be credited to your account on the next business day. Refer to our Funds Availability Policy.
8. **Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose a return item charge as set forth in the Fee Schedule on your account without notice. If we incur any fee collecting any item, we may also charge such fee to any of your accounts with us. We reserve the right to refuse or to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use, or the amount of time that has passed since the date of the deposit.

**ACCOUNT ACCESS** - You may make deposits, withdrawals, transfers and other authorized transactions from your account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.

1. **Authorized Signature.** Your signature on the Membership Application and Agreement authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. We may honor any check or draft, withdrawal request, or payment order that appears to bear your facsimile signature, even if it was made by an unauthorized person/party. You authorize us to honor transactions initiated by a third person/party to whom you have given your account number, even if you do not authorize a particular transaction.
2. **Authorized User(s).** You should exercise caution in providing authority, information, documentation or access devices to others. All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. You and the person authorized (as defined herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us.
3. **Access to Account Information.** You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. You acknowledge and agree that any owner of a joint account or service, or any co-borrower may provide authority to others, or may make transactions involving others, who will have access to all such information as to all owners others, or may make transactions involving others, who will have access to all such information as to all owners and/or co-borrowers. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.
4. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g. at an automated teller machine, in person, by mail, automatic transfer, internet banking, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. If any of your accounts become delinquent or overdrawn, we may restrict use of any and all access options until such accounts are brought current. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. (See POWER OF ATTORNEY)

5. **ACH & Wire Transfers.** You may initiate or receive credits or debits to your account through wire or ACH transfer. We are not obligated to inform you at the time funds are received through ACH or wire transfer; however the transfer will be listed on your periodic statement. See the Electronic Funds Transfers Agreement and Disclosure and the Wire Transfer Notice and Agreement for more information.

**ACCOUNT RATES AND FEES** - Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in the Rate and Fee Schedules. Fees applicable to all accounts and account services are set forth in the Rate and Fee Schedules. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or in the Rate and Fee Schedules. You agree that we may change the Rate and Fee Schedules at any time upon proper notice as required by law.

**CHECKING ACCOUNTS** - The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You agree to take precaution in safeguarding your blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks, we will not have any liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

You agree that we may impose a fee as set forth in the Fee Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system.

**TERM DEPOSIT ACCOUNTS** - Any term deposit accounts offered by the Credit Union are subject to the terms of this Agreement, the Rate and Fee Schedules, and any account receipt or certificate, which are incorporated herein by reference. IRA term deposit accounts are also subject to the limitations imposed by federal law and regulations and to any limitations set forth in your Credit Union IRA Agreement, the terms of which are also incorporated herein by reference.

**TRANSACTION LIMITATIONS** - Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Except as otherwise specifically provided in this Agreement or other written agreement(s) with us, all withdrawals shall be made in person or by written order, duly executed or by power of attorney upon a form acceptable to us and duly authenticated. Payments upon your order may be made in coin, bills, or checks at our option. You also agree that your account(s) are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.

1. **Withdrawal Restrictions.** As long as you have funds in your account, subject to any restrictions in this Agreement or in applicable state or federal laws and regulations, funds can be withdrawn from your account by any method approved by the Credit Union. All sums paid to the Credit Union on shares (less set-offs allowed by law and/or provided for by contract) shall be paid on proper withdrawal demand. In the case of a single name account, the owner or his/her representative must make such demand. In the case of a multiple-party account, such demand must be made by one or more of the owners of the signatures, or, in absence of such a separate Agreement, by any one owner. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Checks, drafts or other transfer or payment orders that are drawn against insufficient funds may be subject to fees as set forth in the Rate and Fee Schedules. If there are sufficient funds to cover some, but not all of your withdrawals, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the Credit Union to allow withdrawal); (2) a legal garnishment, levy or attachment is served; (3) the account(s) secures any obligation owed to us; (4) required documentation has not been presented; (5) you are delinquent or fail to repay a Credit Union loan on time. In accordance with applicable law, we reserve the right to require you to provide written notice of seven (7) days to sixty (60) days before any intended withdrawals. In addition, if any person should instruct the Credit Union to make a large cash withdrawal in lieu of other methods of transferring funds offered by the Credit Union, the member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the member's possession of any large sums of cash from the moment possession of same is made



available to the member; and member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

**POSTDATED AND STALE DATED DRAFTS-** We may pay any draft without regard to its date unless you notify us in writing of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice; must accurately describe the draft, including the exact number, date and amount; and you must pay any fee we require as set forth in the Fee Schedule. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.

**STOP PAYMENT ORDERS-** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, electronically or in person. If instruction is provided in person, it must be given to a member service representative or manager of the Credit Union. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. If this is a multiple party account, we will accept a SPO from any owner regardless of who signed the instrument or otherwise authorized the transaction. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Fee Schedule, which sum may be transferred by us from any owner's account(s) or paid directly to the Credit Union. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us.

If you provide written confirmation, your SPO will be effective for a period of six (6) months or when the item is presented, whichever comes first. Further, you agree that the Credit Union, in its sole discretion, may confirm any SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request that provides all of the information required for an initial SPO as described above in this paragraph.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; or (4) if you fail to provide us with complete or accurate information; or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order.

You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an insufficient funds item rather than the service charge for a stop payment order. If available, any stop payment order we receive by electronic mail or by similar means shall be treated as a written order.

**OVERDRAFTS** - An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise or if we impose a fee that exceeds the balance in your account(s) ("overdraft"). Unless you have an approved overdraft protection Agreement with us, you agree not to cause any overdraft on any of your accounts with us. The Credit Union, in its sole discretion, may pay any overdraft via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the Fee Schedule for any overdraft, whether paid or denied. You agree to pay to us promptly the amount of the overdraft as applicable together with the Non-Sufficient Funds ("NSF") fee pursuant to the Credit Union's policies.

The Credit Union has no obligation to notify you of any overdraft, any Insufficient Funds Transaction, or charge that creates a negative funds balance in your account(s). If there is an overdraft paid by the Credit Union on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for such overdrafts, plus fees. The Credit Union reserves the right to apply any other or later deposits, including direct deposits, to pay your overdrafts and/or overdraft fees.

You agree that the Credit Union may utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Authorized acts include, but are in no way limited to any transaction on your accounts, payments on your loans and other obligations whether pre-authorized or otherwise, any default or transaction that exceeds your authorized credit limits. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users.

**Overdraft Line of Credit.** The Credit Union offers an unsecured personal loan that allows qualified members to access a line of credit. Convenient and easy to obtain, it can be used for any purposes such as overdraft protection.

**Credit Card.** The Credit Union offers the option to add your CASE credit card to your checking account as an overdraft source. Cash advance rates disclosed in your credit card documents would apply.

**Just in CASE.** The Credit Union offers a courtesy pay overdraft protection program, which offers an added layer of coverage for your checking account. You may be eligible for this discretionary service if all of the following applies to your account:

- a. You are a member in good standing (as defined by the Credit Union at its sole discretion).
- b. There are no legal or administrative orders or levies on your membership.
- c. Must be a consumer account. Ineligible accounts include, but are not limited to: business, organizations, trust, conservatorship, rep payee and power of attorney.
- d. You are not currently a party in a bankruptcy proceeding.
- e. There is no apparent improper activity on the account.
- f. You are eighteen (18) years of age or older.

The Credit Union will consider, as a non-contracted courtesy and not a right or obligation, approving your reasonable overdrafts, including fees up to a pre-determined limit. This includes your check, ACH, ATM, Bill Pay, debit card or ATM card transactions (not accessible by teller transaction, contact center, or home banking). In order for the Credit Union to exercise its discretion under this provision, one-time debit card transactions and ATM transactions require member opt-in. Your account will be assessed a Just in CASE/ paid NSF fee for each item paid under this plan. The fee is equal to the NSF fee as set forth in the Fee Schedule. The Credit Union may refuse to pay an overdraft for you at any time, even though we have previously paid overdrafts and even though this overdraft protection program exists.

Before using Just in CASE, we will first attempt to clear any item by using any specific overdraft protection plan(s) you have with us such as, transfer from savings accounts and /or overdraft lines of credit.

The amount of any overdraft(s), plus our Just in CASE / paid NSF fee(s), will be due and payable within thirty one (31) days of the account first becoming overdrawn. If the account remains negative after thirty one (31) days, your privilege will be revoked. Future reinstatement is at the discretion of the Credit Union. If the account is not brought to a zero balance or positive balance, the account will be closed and further action may be taken.

Just in CASE is a discretionary service. If you would prefer not to have this service applied to your account, please call us at 517-393-7710 or 888-393-7716 and we will remove you from the program.

This notice does not constitute either a written agreement of an obligation or a prearranged agreement for CASE to pay your overdrafts and we may withdraw this privilege at any time without prior notice. Payment of overdrafts will continue to be at the discretion of CASE Credit Union and payment of overdrafts does not obligate us to pay overdrafts in the future. Just in CASE may not be accessible when the limit available cannot be verified. The Credit Union may change the terms of this program at any time without notice, unless required by law.

**CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: through no fault of ours, (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of your funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. Ordinary care shall also be measured by the standard of the reasonableness of policies and procedures established for the transaction involved, and mere clerical error, computer malfunction, inadvertence, or oversight without malice or an honest mistake of judgment shall not be or constitute as to any transactions, a failure to perform such obligations or a failure to exercise ordinary care, and in no case shall be deemed wrongful. You agree that the person(s) establishing any account with us are solely responsible for the structure and information provided for the account (e.g., owner(s) name(s), Social Security or other Tax ID Number, trustee(s), custodian(s), etc.); and we provide no advice and make no representations regarding the structure of any account(s) or other services. The Credit Union will not have any responsibility or liability to you or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights; insufficiency of funds; or otherwise.

**CREDIT UNION LIEN AND SECURITY INTEREST** - You grant the Credit Union a consensual security interest in all of the accounts in which you have an interest and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except obligations secured by your residence or prohibited by applicable law. With the exception of loans secured by your residence, if you owe us funds 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 source, unless prohibited by law. We may apply funds from these accounts in any order we choose to pay off your indebtedness, without further notice to you. By not enforcing a lien, we do not waive our right to enforce our lien later. All accounts are non-assignable and non-transferable to third parties.

**RIGHT OF SET OFF** - You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

**STATUS QUO - COLLATERAL PRESERVATION** - You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

**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 payout 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 lien and security interest. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the Credit Union.

**COSTS, EXPENSES AND ATTORNEY FEES** - All owners of account(s) or services(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorney fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect and sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in the Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any

formal or informal process (including, but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us.

**ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to give any account information to third parties, except for those situations described in our Privacy Policy. Please refer to the CASE Credit Union Privacy Policy for detailed descriptions of our policy and procedures regarding your personal information. You may apply for additional financial services, or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide orally, electronically or in writing "payoff" and other information including the amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

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

**RECORDING CONVERSATIONS** - You understand and agree that for our mutual protection we may record any of our telephone conversations.

## **NOTICES**

**Name or Address Changes.** You are responsible for notifying us in writing, including your signature, of any address or name change. In the absence of such notice, any mail, disclosure or notice sent to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We require written notice of change in address. If we attempt to locate you, we may: (1) impose a service fee as set forth on the Fee Schedule and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

**Notice of Amendments.** Except as prohibited by applicable law, we may change the terms and conditions of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

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

**STATEMENTS** - If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Membership Application and Agreement. If provided electronically, you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Fee Schedule for each requested item and /or for research as applicable.

**Your Duty of Examination.** You understand and agree that periodic statements are made available to you on the date mailed by us or our agent; or are otherwise made available to you. You acknowledge and agree that checks and other instruments are also made available to you for review on the date the periodic statement is mailed or made available, even though they do not

accompany the statement. **You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate. You agree that we will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded or inaccurate transaction or item if: (1) you do not review and notify us in writing within thirty (30) days of the mailing date of the earliest periodic statement containing information about or indicating any forgery, alteration, unauthorized signature or transaction, missing signature, improper or missing endorsement, encoding error or other inaccuracy; or (2) any checks or instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.** Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

**Your Duty to Notify Us.** You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the time described in this section. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

**INACTIVE/DORMANT ACCOUNTS** - Except as provided below, member accounts that have no activity for twelve consecutive months, other than the posting of dividends, are considered inactive. An account is generally only considered dormant when an applicable State law requires such classification. Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. Inactive accounts are subject to an Inactive Account Fee as set forth in our Fee Schedule. If the owner of an inactive account is under the age of 18, the Inactive Account Fee will be waived. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within 36 months (3 years), the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Fee Schedule for processing your dormant account ("Escheat Fee"). You authorize us to transfer funds from another account of yours to cover any such fees.

**TERMINATION OF ACCOUNT** - We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate for any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change owners or authorized users; (2) there has been a forgery/fraud or unauthorized use 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 are lost or stolen; (5) there are returned unpaid items not covered by an overdraft protection plan or any abuse of such plan per our assessment thereof; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loans(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) you violate any Credit Union policy, procedure or standard, or any law, regulation or rule; (12) we reasonably deem it necessary to prevent a loss to us, or to be in the best interests of the Credit Union, our members or our employees; (13) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (14) you refuse or fail to cooperate as provided in this Agreement. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, transaction or other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us upon demand. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions.

**TERMINATION OF MEMBERSHIP** - You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You further agree that we can deny services or terminate your membership for cause based on any of the circumstances defined in this Agreement, allowed by applicable law, including causing a loss to the Credit Union; without notice or further action. Upon termination, no transaction(s) will be allowed. In an effort to maintain a professional, member-friendly environment in the Credit Union, a member may have normal services terminated in accordance with the Terms of Service Elimination Policy as adopted by the

Board of Directors. Upon termination, no transaction(s) will be allowed.

**PAR VALUE REQUIREMENT** - The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Fee Schedule. The sum of account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's Bylaws.

**TRANSFER AND ASSIGNMENT** - OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this account to repay any debt due it from any named account owner. Your account(s) may be pledged to secure your existing or future obligations owed to this Credit Union.

**NATIONAL CREDIT UNION SHARE INSURANCE FUND** - Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

**FEES AND CHARGES** - The fees and charges set forth in the Fee Schedule may be assessed against your account(s).

**DUTY TO COOPERATE** - You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

**RESTRICTIONS REQUIRED BY APPLICABLE LAWS** - We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA Patriot Act and Office of Foreign Assets Control Act require us to do so.

**RESIDENCE OUTSIDE THE U.S., ITS POSSESSIONS OR TERRITORIES** - We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. You will have a period of thirty (30) days from the date you move to close or deactivate your checking account(s). Thereafter, the Credit Union may close your checking account(s) and related services as set forth herein.

**INAPPROPRIATE AND/OR GAMBLING TRANSACTIONS** - You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**DEATH OF ACCOUNT OWNER** - We may continue to honor all transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Membership Application and Agreement (i.e., Payable on Death Beneficiary) and Michigan law. If no express beneficiary(ies) is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to it be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement.

**INDEMNITY** - You represent and agree that you shall perform all transactions, undertakings and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes, but is not limited to sanctions enforced by the

the Office of Foreign Assets Control (OFAC). You shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

**CREDIT UNION'S RIGHT TO INVESTIGATE** - It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users.

**ENFORCEMENT** - You are liable to us for any loss, cost or expense we incur resulting from your failure to comply with this Agreement. You authorize us to deduct any such loss, costs or expenses from any account you own with us, without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. Such fees, costs and expenses are considered a debt owed to the Credit Union and subject to the right of offset as set forth in this Agreement.

**GOVERNING LAWS** - This Agreement is governed by the Credit Union's Bylaws, applicable federal laws and regulations, the laws - including applicable principles of contract law - and regulations of the State of Michigan, and local clearing house rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

**What is a substitute check?** To make check processing faster, federal law permits banks and credit unions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at [www.casecu.org](http://www.casecu.org) or 517.393.7710 or toll free at 1.888.393.7716. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check (and/or) the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## **ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT & DISCLOSURE**

This Agreement and disclosure is furnished to you as a member of CASE Credit Union and defines your and the Credit Union's rights and responsibility with respect to transactions. You understand that all agreements, rules and regulations applicable to your accounts and account services, as set forth in the Membership Agreement, remain in effect and apply to this Agreement, except as specifically modified. You agree to abide by this Agreement and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or access device as amended, modified or revoked. This disclosure is also part of your Membership Agreement and is a contract. That is, the terms and conditions set out here are binding on you and on us as to the making of such EFTs by means of any access device.

**ACCESS DEVICE** - means a card, code, or other means of access to a consumer's account, or any combination thereof, that may be used by the consumer to initiate electronic fund transfers. Examples of access devices include, but are not limited to ATMs, debit cards, preauthorized transfer services, telephone transactions, Electronic Check conversion types of transfers, online banking (including all available transactions within Bill Pay), insufficient funds transactions, and any other means that may be used by a member to initiate an EFT to or from a member's account.

An access device becomes an accepted access device when the member:

- Requests and receives, signs, or uses (or authorizes another to use) the access device to transfer funds between accounts to obtain funds, property or services.
- Requests validation of an access device issued on an unsolicited basis.
- Receives an access device in renewal of or in substitution for, an accepted access device from either the financial institution that initially issued the device or a successor.

**In all such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure, as does your signature on the Membership Application and Agreement.**

THE FOLLOWING SECTIONS RELATE TO ALL "ELECTRONIC FUND TRANSFERS" AFFECTING YOUR ACCOUNT(S), WHETHER MADE BY USE OF AN AUTOMATED TELLER MACHINE OR OTHERWISE.

**MEMBER LIABILITY** - Contact us AT ONCE if you believe your access device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way to keep your possible losses to a minimum. You could lose all the funds in your account (plus your maximum overdraft line of credit). If you contact us within two (2) business days after you learn of the loss or theft of your Access Device, you are responsible for no more than \$50.00 if someone has used your access device without your permission.

**517.393.7710 or Toll Free 1.888.393.7716**

Or write to us at:

**CASE Credit Union**

**Attn: Card Services**

**4316 South Pennsylvania**

**Lansing, MI 48910**

If you do NOT contact us within two (2) business days after you are aware of the loss or theft of your access device, and we can prove we could have prevented an unauthorized EFT transaction if you had notified us in a timely, you could lose as much as \$500.00.

Also, if your statement reflects transactions you did not perform, including those made by card, code or other means, contact us immediately. If you do not contact us within 60 days after the statement was mailed to you (mailed is defined as the date the original statement was sent to the post office for delivery or for electronic statements the date statement was initially made available to you), you may not be reimbursed for funds lost after the 60 days if we can prove that we could have prevented your losses with timely notification. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we reserve the right to extend the time periods listed above.

If you believe your access device has been lost or stolen, you believe a transfer has been made using information from your check without your permission, or that someone has accessed or may access your account without your permission, contact the



Credit Union immediately. The contact information is located at the end of this disclosure.

You agree that you are liable for any use of your access device by any person who was given permission by you to use it.

**SPECIAL LIABILITY PROTECTION FOR VISA DEBIT CARD** - Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions made with your lost or stolen VISA Debit Card, when used for POS (Point of Sale) transactions on a VISA network (excluding transactions made at an ATM), as long as you report the loss or theft of your VISA Debit Card within (2) business days of when you discover it is missing. If you do not tell us within two (2) business days, your liability is the lesser of \$50.00 or the amount of funds, property, labor, or services obtained through the unauthorized use before you notified us. If your card was lost due to your gross negligence, or if you have handled your card fraudulently, these special rules do not apply, and your liability for the unauthorized use of your VISA Debit Card is addressed above in the section titled "Member Liability."

**RULES FOR NON-PIN TRANSACTIONS** - Your debit card or other access device may allow you to conduct transactions on networks, which will generally require you to enter your PIN. Some merchants are authorized to accept transactions that are not processed via VISA network(s) without requiring you to enter your PIN. If you authorize such a transaction the provisions of this Agreement that provide protections for VISA network transactions such as "Zero-Liability" will not apply. Networks that may allow "PIN-less" Transactions are CO-OP, NYCE, JEANNIE, PLUS, CIRBUS, AMERICAN EXPRESS, MASTERCARD, VISA, and DISCOVER.

**BUSINESS DAYS** - For the purposes of this disclosure, our business days are Monday through Friday. Holidays are not included.

**ACCOUNT ACCESS** - You may use your access device to (1) withdraw cash from your checking or savings account; (2) make deposits to your checking or savings account; (3) transfer funds between your checking or savings account whenever you request; (4) pay for purchases at places that have agreed to accept the access device; (5) pay bills directly from your checking or savings account in the amounts and on the days you request. Some of these services may not be available at all locations.

**ELECTRONIC CHECK 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 (1) pay for purchases; (2) Pay bills.

**LIMITATIONS ON EFTs**- As to transactions other than those made at an ATM, there are no limitations as to how often you can make EFTs described above. Nor are there any restrictions as to the dollar amount of any one EFT. We reserve the right to impose any such restrictions in the future as we deem reasonable, and we will give you written notice of any such change.

For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period unless otherwise limited by applicable law. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH).

There are no limitations on the number or dollar amount of deposits or payment transactions or transfers you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, within each 24-hour operating cycle your card will not allow you to withdrawal more than the velocity level established by us based on predetermined criteria. A separate offline limit will be set with regard to Point of Sale (POS) entries. We will disclose those limits to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change.

You have the right to require us to program our system so that no more than \$50.00 cash can be obtained by use of your ATM/Debit Card during a single day. Please contact us if you would like this option.

**FEES** - You are allowed to initiate transactions at any terminal, ATM or other access means owned by the Credit Union or any network indicated in the Schedule. You may be charged certain transaction and other fees as set forth in the Fee Schedule, which will be automatically debited from your share or checking account(s). The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

**NOTICE REGARDING ATM FEES BY OTHERS** - If you use an ATM that is not owned by us, you may be charged a fee by the ATM operator of the machine and/or by an automated teller network. All ATM's that we own or operate are identified as our machines. We will publish a list of machines operated by us from time to time.

**MINIMUM BALANCE** - You must always maintain a minimum of \$5.00 in a primary share account to be entitled to make EFTs affecting your account(s). We reserve the right to increase minimum balance requirements in the future. If we do so, we will give you written notice of any such change.

**CONFIDENTIALITY** - We will disclose information to third parties about your account or the transactions you make (1) where it is necessary to complete transfers; or (2) in order to verify the existence and condition of your account for a third party, such as credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) if you provide us written permission.

**GENERAL RULES FOR USING YOUR ACCESS DEVICES** - You acknowledge and agree to the following:

1. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
2. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.
3. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
4. You acknowledge that your Access Devices remains the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agent upon demand or through retrieval by any other method.
5. You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assumes the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
6. An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and Bylaws of the Credit Union. Only one Access Device may be issued to each member or joint owner.
7. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Fee Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.
8. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
9. The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
10. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
11. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
12. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
13. The Credit Union cannot stop payment on any point-of-sale transaction.
14. You agree that by acceptance or use of an Access Device or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
15. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.

16. Merchants and others who honor the Debit Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
17. You understand that you must keep your share and share draft checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account(s), or upon our request.
18. You understand that any access device issued by the Credit Union may be revoked without notice to you in the event (1) overdrafts occur as a result of insufficient or uncollected funds on an account; (2) any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union; (3) delinquency with the Credit Union; (4) forced closure of a share or checking account at the Credit Union due to misuse; (4) special balance requirements, if any, are not maintained by you; (5) any other situation in which the Credit Union deems revocation to be in its best interest.

**DOCUMENTATION OF EFTs-** (1) Terminal Transfer: You can receive a transaction receipt at the time you make any transfer to, from, or between your account(s) using one of our ATMs; (2) Pre-authorized Credits: If you have arranged to have direct deposits made to your account(s) at least once every 60 days from the same person/party or company, in most cases the person/party or company making the deposit will inform you each time they credit your account(s). You can access our Online Banking site or Member Services staff to determine whether or not the deposit has been made (3) Periodic Statements: You will receive a monthly account statement for each of your accounts(s) to which an EFT was processed.

**STOPPING PAYMENT OF TRANSFERS FROM YOUR ACCOUNT(S)-** If you have directed us in advance to make regular payments from your account, you can stop any of these payments. Here's how: Call or write us (see contact information at the end of this disclosure) in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to submit your request in writing, which must be received by us within 14 days after you call. We will charge you a fee for each stop-payment order you request, as shown in our Fee Schedule.

If these regular payments vary in amount, the person/party you are paying will notify you 10 days before each payment, when it will be made and how much it will be. You may choose instead to receive 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.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**LIABILITY FOR FAILURE TO MAKE EFTs-** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages.

However there are some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have sufficient funds in your account to make the transfer; (2) If the transfer would exceed the credit limit on your overdraft line; (3) If the ATM where you performed the transfer did not have sufficient funds; (4) If the terminal or system was not working properly, and you knew about the break down when you started the transfer; (5) If circumstances beyond our control (i.e., fire or flood) prevent the transfer, despite reasonable precautions we have taken; (6) If there are insufficient funds in your account in excess of amounts you have pledged to us; (7) If funds in your account are subject to garnishment or other legal process which prevents the making of the transfer; (8) If we have, because of your default on a loan, exercised our rights against the funds in your account; (9) If access to your account has been blocked after you have reported your access device lost or stolen or you use a damaged or expired access device; or (10) If you fail to observe the terms of this Agreement, or our Account Agreements which relate to such EFTs.

**ERROR RESOLUTION** - The term error is defined as (1) an unauthorized EFT; (2) an incorrect EFT to or from a member's account; (3) an omission of an EFT from a periodic statement; (4) a computational or bookkeeping error made by the Credit Union related to an EFT; (5) the member's receipt of an incorrect amount of funds from an electronic terminal; (6) an EFT not identified in accordance with Regulation E Sections 205.9 or 205.10(a); or (7) the members request for documentation required by Regulation E Sections 205.9 or 205.10(a); or for additional information or clarification concerning an EFT, including a request the member makes to determine whether an error exists according to the above listed definition.

In the event you have errors or questions regarding your EFT, contact us immediately (see contact information at the end of this disclosure) if you think your statement or receipt is incorrect, or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Provide your name & account number (if any)
2. Describe as clearly as possible the error in question, why you believe it is an error and why you need more information.
3. Provide the dollar of the suspected error.

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

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

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

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

**REGULATORY AGENCIES**- If you believe that we may have violated the Federal Electronic Funds Transfers Act (Regulation E) or the Michigan Electronic Funds Transfers Act (Michigan Public Act No. 322 of 1978), you may contact either or both of the following regulatory authorities:

State of Michigan  
Office of Financial and Insurance Regulation  
Credit Union Division  
P.O. Box 30224  
Lansing, Michigan 48909

Federal Trade Commission  
Electronic Fund Transfers  
Washington, DC 20580

**RESPONSIBILITY OF OVERDRAFT** - If you obtain funds from an EFT transaction which creates an overdraft in your account, the overdrawn amount is due and payable the moment you receive your funds or perform the transfer. You agree to repay the full overdraft together with any applicable fee as described in our Fee Schedule.

You also authorize us to transfer funds from any other deposit account(s) in the amount(s) necessary to cover such overdraft and fee. If the overdraft is created in your Checking Account (1) a transfer will be made from your other account(s) to cover the overdraft, in accordance with provisions elsewhere in this Agreement, or (2) if you have an overdraft line of credit, an advance on your line of credit will be made to cover the overdraft, and you will repay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are insufficient funds to make a transfer according to (1) or (2) of this paragraph, or if you have no overdraft protection for your share draft account, the Credit Union will consider, as a non-contracted courtesy and not a right or obligation, approving your reasonable overdrafts, including fees up to a pre-determined limit. The Credit Union reserves the right to refuse to pay any overdraft for you at any time, even though we have previously paid overdrafts and even though an overdraft protection program exists.

**CREDITING OF DEPOSITS AND PAYMENTS**- Deposits or payments made at an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and posting to share, checking or loan accounts may be held until they can be collected from the machine, verified and recorded. Further delay may occur if the transaction is made on or immediately prior to Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account Agreement with us, with Federal Regulation CC and our Funds Availability Policy.

**CONTACTING US** - Throughout this EFT Agreement and Disclosure, we have made reference to your contacting us, whether to stop payments, report a lost or stolen access device, or inquire about an error. For such purposes, you can contact us by calling us at:

**517.393.7710 or Toll Free 1.888.393.7716**

Or write to us at:

**CASE Credit Union  
Attn: Card Services  
4316 South Pennsylvania  
Lansing, MI 48910**

## FUNDS AVAILABILITY

**YOUR ABILITY TO WITHDRAW FUNDS** - Our policy is to make funds from your 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 the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays.

**LONGER DELAYS MAY APPLY**- In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$225.00 of your deposits will be available on the first business day.

If your deposit is made directly to one of our employees, and if we are not going to make all of the funds from your deposit available on 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 premises, we will mail you the notice by the day after we receive your deposit.

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

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 \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months prior to a deposit.
- There is an emergency, such as failure of communications or computer equipment.

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

**SPECIAL RULES FOR NEW ACCOUNTS** - If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposit of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the next business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 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 \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available according to policy described elsewhere in this disclosure.

**DEPOSIT AT AUTOMATED TELLER MACHINES**- Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**SHARED BRANCH AVAILABILITY DISCLOSURE**- Shared branches are defined as those branches of Credit Unions other than our Credit Union that accept deposits for our members through participation in a shared branch network. The policy at shared branches is to make funds from your deposits available to you on the same business day your deposit is received. A deposit at a shared branch is considered received when it is accepted with all appropriate endorsements. For determining the availability of your deposits made at a shared branch, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit at a shared branch on a non-business day, your deposit will be considered made on the next business day we are open.

In some cases, not all of the funds that you deposit by check at a shared branch will be available to you on the business day you make the deposit. Depending upon the type of check you deposit, funds may not be available until the fifth business day after the date of your deposit. However, the first \$225 of your deposit will be available on the first business day.

If all of your funds from your deposit made at a shared branch are not available on the same business day, you will be notified at the time you make your deposit as to when your funds will be available. If your deposit is not made directly to a shared branch employee, or if this action is taken after you have left the premises, a notice will be mailed to you by the business day after your deposit is received.

In addition, funds you deposit by check at a shared branch may be delayed for a longer period if there is an emergency such as failure of communications or computer equipment. Should such an emergency occur, we will notify you and tell you when the funds will be available. They will generally be available no later than the second business day after the day of your deposit.

**HOLDS ON OTHER FUNDS** - If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. These funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**FOREIGN CHECKS** - Our general policy is not to accept checks for deposit if those checks are payable at a foreign financial institution. If we decide to accept such a check for deposit, that check will be exempt from the policies outlined in this disclosure. The availability of funds for deposits of a foreign check will be delayed for the time it takes to collect the funds from the financial institution upon which it is drawn.

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

## **WIRE TRANSFER NOTICE AGREEMENT**

The following rules shall apply to all wire transfers services provided by CASE Credit Union. This Wire Transfer Notice Agreement supersedes any inconsistent terms contained elsewhere in our Member Account Agreements and any previous Wire Transfer Notice and/or Agreements.

**ACCEPTANCE OF PAYMENT ORDERS**- In general, we will accept payment orders only if you have signed Wire Transfer Notice and Agreement, signed an Authorization for Transfer form, have a sufficient balance to withdraw on deposit in the appropriate account to execute the payment order, and produce valid identification.

**SERVICES AVAILABLE**- You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the payment order. We may also accept on your behalf payments to your account(s); and such transfers shall be subject to the terms in this section and in this Membership Agreement.

**PERSON(S) AUTHORIZED TO MAKE TRANSFERS** - You agree that you, any owner of an account, or any person authorized by a written instrument by you or any other owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

**CANCELLATION OR AMENDMENT OF TRANSFER REQUEST(S) AND TERMINATION**- You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer. The Credit Union may terminate this Agreement with or without cause by giving thirty (30) days prior written notice. Notwithstanding the foregoing, we may terminate this Agreement immediately at any time upon telephone notification to you if (i) we reasonably deem the Credit Union insecure; (ii) you have breached this Agreement; or (iii) we become aware of information which may indicate illegal or improper transactions. In addition, we require thirty (30) days notice from you to discontinue a "recurring funds transfer" that was previously authorized by you.

**SECURITY PROCEDURE** - We will accept payment orders from you via facsimile transaction, provided the facsimile bears your signature, and provided you have a sufficient balance to withdraw on deposit in the appropriate account to execute the payment order. We will verify that signature against your signature in our records. You agree (for joint accounts, all joint tenants agree jointly and severally) that we may accept and rely on facsimiles of your signature(s) 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. Furthermore, we may refuse to execute any facsimile request or order.

You hereby acknowledge that the security procedures in use by the Credit Union are commercially reasonable and you agree to use the security procedures offered by the Credit Union after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to the Credit Union.

You hereby acknowledge that you will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed upon security procedure.

**IMPOSSIBILITY OF PERFORMANCE** - The Credit Union will not be liable for failure to comply with the terms of a Wire Transfer Agreement caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union.

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

**NOTIFICATION** - You will not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of incoming wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with notification of the receipt of these items as part of your periodic statement. You hereby agree to notify the Credit Union in writing of any unauthorized or erroneous payment order within 30 days from the date the member first received notification from the Credit Union either that the order was accepted or your account was debited with respect to the order. Failure to promptly notify us of any unauthorized or erroneous payment order as discussed above, will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer or any subsequent similar occurrence that we could have prevented had we received such notice.

**CHOICE OF LAW** - We may accept, on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B - Funds Transfers through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above stated rules apply, the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code shall govern the transactions contemplated by this Agreement.

**FUNDS TRANSFER BUSINESS DAY** - Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's funds transfer business day consists of the hours from 8:30 a.m. to 4:00 p.m. on those days that we are open for business. Any wire transfers or receipts after 4:00 p.m. will be processed the following non-holiday weekday.

Payment orders are executed as soon as possible after received, therefore you should tell us immediately if you want to cancel or modify wire instructions.

**ACCOUNT LIMITATIONS** - It is the policy of the Credit Union to accept funds transfers into any savings account, however, with respect to savings accounts regulated by Regulation D, we will allow you to make no more than six (6) withdrawals or transfers to another Credit Union account that you own, or to telephonic order or instruction or similar order, per month. Your account will be subject to closure if you exceed these limits.

**FEES** - We will charge you a fee for each payment order you give to us, as set forth in our Fee Schedule. If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again, but in such a case you will be charged an additional fee. CASE Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

**PROVISIONAL CREDIT** - We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

**YOUR LIABILITY TO THE CREDIT UNION** - If you give us a payment order that identifies a beneficiary (the person/party to

whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or drivers license number) we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person/party different from the named beneficiary, unless otherwise provided by law or regulation. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you.

**LIMITATION OF CREDIT UNION'S LIABILITY** - In addition to any defense or exception from liability provided in applicable law, we shall only be responsible for performing the funds transfer service provided in this Agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or we if act with willful misconduct, which failure or willful conduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care; and without willful misconduct.



Equal  
Opportunity  
Lender

