

TEAM ONE CREDIT UNION MEMBERSHIP AND ACCOUNT AGREEMENT



This packet contains: Terms & Conditions of Your Account • Funds Availability • Your Liability for Overdrafts Information • Check 21, Fact Act Notice • Electronic Funds Transfer Disclosure • Privacy Disclosure • Truth-In-Savings • Fee Schedule

Locations: Downtown Saginaw, Caro, Bad Axe, Sandusky, Saginaw Township, Thomas Township, Bay City, Flint, Owosso, Bloomfield Hills and Traverse City

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NOTICE OF ARBITRATION PROVISION

This Agreement contains an Arbitration Provision which provides that you or the Credit Union may elect to have all disputes resolved by **BINDING ARBITRATION INSTEAD OF IN COURT**.

You should read the Arbitration Provision carefully. It provides, among other terms:

You **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this Agreement (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**).

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury.

You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**.

Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**.

YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE

TERMS AND CONDITIONS OF YOUR ACCOUNT

This Agreement covers your and our rights and responsibilities concerning accounts Team One Credit Union offers. In this Agreement, the words "you" and "yours" mean anyone who completed a membership application. The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have now or in the future with the Credit Union. Please read this brochure carefully. If you continue to have an account with us, you agree to these rules, our bylaws, and any bylaw amendments. You agree to pay fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this brochure. If you have any questions, please call us.

Amendments and Termination

We may change our bylaws and any term of this agreement. Rules governing changes in interest or dividend rates have been provided separately. For other changes, we will give you reasonable notice in writing or any other method permitted by law. Secondary shares with no activity within the last 12 months and a balance of \$10 or less will be closed. Any remaining funds will be transferred to the regular savings. You agree to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

Membership Eligibility

To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union Bylaws. 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.

Identity Verification

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 or creates a new member relationship with our Credit Union.

What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see specific documentation to verify your identity.

Individual Account

An individual account is owned by one member (individual, corporation, partnership, trust or other organization) qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or 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.

Joint Account

An account owned by two or more persons is a joint account.

- a. **Rights of Survivorship.** A joint account includes rights of survivorship. This means when one owner dies, the balance in the account will belong to the survivor(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 the surviving owner did not consent to it.
- b. **Control of Joint 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). We have no duty to notify any owner(s) about any transaction. We require written consent of all living owners for any change of ownership on an account. No beneficiary can be added or removed without consent of all living owners. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.
- c. **Joint 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 jointly owned accounts regardless of who contributed them.

Accounts for Minors

We may require any account established by a minor to be a joint 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 any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transactions. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Revocable Trust Account

If two or more of you create such an account, you own the account jointly with rights of survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without rights of survivorship. The person(s) creating this type of account reserves the right to (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

Corporate, Partnership, and other Organizational Accounts

We will usually require a separate authorization form designating the person(s) permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation or other organization. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.

Agents

An agent is someone who you authorize to have access to this account on your behalf. (We have no duty or agreement whatsoever to monitor or insure that the acts of this agent are for your benefit.) This may be done by a separate form (such as power of attorney). An agent is not an owner on the account. We will allow agents to be appointed only on individual accounts unless each owner of the joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or agency account.

Facsimile Signatures

Any member using a Facsimile Signature authorizes and directs Team One, without further inquiry and as an accommodation to the member, to honor and pay checks, drafts, and other negotiable instruments ("Instruments") bearing or purporting to bear a facsimile signature, and to charge and debit the member account(s) for such instruments, regardless of how or by whom the actual or purported facsimile signature was affixed. The member agrees to assume full responsibility for items Team One pays containing or purporting to contain a Facsimile Signature and is precluded from asserting and agrees to indemnify and hold Team One harmless from any and all losses, claims, damages, liabilities, attorney's fees, costs, and expenses arising from or related to any use, misuse, or unauthorized or unlawful use of a Facsimile Signature or device.

Account Transfer

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

Right to Repayment of Indebtedness

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

Our right to repayment does not apply to this account if: (a) it is an Individual Retirement Account or other tax deferred retirement account, or (b) the debtor's right to withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

Withdrawals

Unless otherwise clearly indicated to the contrary, any one of you who is designated on the membership application, including any agents, is authorized to withdraw or transfer all or any part of the account balance at any time on a form approved by us. The fact that we may honor a withdrawal request, which overdraws the finally collected account balance, does not obligate us to do so, unless required by law. Withdrawals will be first made from collected funds, and we may, unless prohibited by law or written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request, which is attempted by any method not specifically permitted, which is for any amount less than any minimum withdrawal requirements, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day that you initiated it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw shares or deposits from this account as explained in our bylaws. Withdrawals from a "time deposit/certificate" prior to maturity or prior to the expiration of any notice may be restricted and may be subject to penalty. See your Truth-In-Savings disclosure for notice of penalties for early withdrawals.

Deposit Reconciliation Practices

When you make a deposit to an account and a variance is identified, the Credit Union will fully reconcile the discrepancies in the deposit accounts. A discrepancy arises in a variety of situations, including inaccuracies on the deposit slip, encoding errors, or poor image quality. You will receive notification of the adjustment (by phone, in person during the posting of the transaction or by mailed receipt).

Pledges

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

Direct Deposits

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

Restrictive Legends

We are not required to honor any restrictive legend on items you write. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000".

YOUR LIABILITY FOR OVERDRAFTS:

PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS "YOUR LIABILITY FOR OVERDRAFTS" SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (989) 754-6575, OR VISIT ANY BRANCH.

A. GENERAL.

1. What Does it Mean to Overdraw Your Account? "Overdrawing" your account means that there are not sufficient available funds (as described in Section B below) in your account to pay for a transaction, resulting in a negative or "overdrawn" balance. Some transactions that can result in an overdraft in your account include, but are not limited to:

- the payment of checks, electronic fund transfers, telephone-initiated transactions, preauthorized payments under our Bill Payment Service, debit card transactions, or other withdrawal requests authorized by you;
- the return (unpaid) of items deposited by you;
- the assessment of service charges by us; or
- the deposit of items that are treated as not yet "available" according to our Funds Availability Policy.

2. What Happens if the Credit Union Refuses to Pay the Item? If you overdraw your account, we may return the item unpaid, commonly known as a return for "non-sufficient funds" or "NSF". It is important to understand that the Credit Union has no control over how many times an intended payee will resubmit an item to us for payment. When we return an item unpaid, we

will assess you an NSF Fee each time the item is presented to us for payment. There is no limit on the number of NSF Fees we may assess against your account. NSF items are described in more detail in Section D.

3. What Happens if the Credit Union Pays the Item? If you overdraw your account and we pay the item, we may do so in one of two ways:

- through standard overdraft practices that come with your account, which we call "Courtesy Pay"; or
- through an overdraft protection plan, which we call "Overdraft Transfer Service"

You can elect to decline either of these services at any time, which may result in your transactions being declined for non-sufficient funds if the available balance in your account is insufficient to pay for your transaction.

The Credit Union also offers an overdraft line of credit for qualifying members. This Overdraft Policy describes only our Courtesy Pay and Overdraft Transfer Services. If you have questions regarding applying for an overdraft line of credit, please contact the Credit Union for additional information.

4. Your Obligation to Keep Records of Your Transactions. While we provide Courtesy Pay and the Overdraft Transfer Service for your convenience and as a way to help you avoid overdrafts, NSF transactions, and associated fees, you are responsible for keeping track of the funds in your account that are available for you to use before you write a check, preauthorize a payment under our Bill Payment service, authorize an ACH transaction, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions.

It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments), as your available balance (discussed in more detail below) may not reflect these transactions until they are paid from your account.

B. YOUR AVAILABLE BALANCE

- 1. Actual Balance Versus Available Balance.** Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how these two balances work so that you know how much money is available to you in your account at any given time. This section explains actual and available balances and how they work.
- 2. Your "Actual Balance".** Your "actual" balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered "available" for transactions on your account. The actual balance is also sometimes referred to as your "ledger balance". Your actual balance reflects transactions that have posted to your account, but it does not reflect transactions that have been authorized and are pending or deposits that may be on hold. While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case because any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your actual balance. For example:
 - a. assume you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. Though your actual balance is \$50, you have already spent \$40.
- 3. Your "Available Balance".** Your available balance is the amount of money in your account that is available to you to use without incurring a fee. The available balance takes into account factors such as holds placed on deposits and pending transactions, like pending debit card purchases that the Credit Union has *authorized*, but that have not yet *posted or settled* to your account. For example:
 - a. assume you have an actual balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). If the merchant requests preauthorization in the amount of \$20, we will place a "hold" on your account for \$20 (referred to as an "authorization hold"). Your actual balance will still be \$50 because this transaction has not yet posted, but your available balance will be \$30 because of the restaurant's \$20 preauthorization request. When the merchant submits its bill for payment (which could be days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your actual balance will be reduced by the amount of the posted transaction.
- 4. Your Available Balance and Non-Debit Card Transactions.** For electronic funds transfers (ACH), checks, bill payments, and any other non-debit card transactions, we use your available balance at the time a transaction posts to determine whether your account is overdrawn and whether a fee will be assessed. For information on how your available balance works with respect to debit card transactions, please see Section C.

C. AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS.

1. What is an Authorization Hold? When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this

temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day.

2. How Does an Authorization Hold Affect Your Available Balance? Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. We have no control over when a merchant may present an item for payment. Merchant payment requests are received in real time throughout the day and are posted to your account as they are received.

3. The Amount of an Authorization Hold May Differ From the Amount of the Actual Transaction. The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is authorized before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or a gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

4. Length of an Authorization Hold. We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account, which will decrease your available balance. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

5. Your Available Balance and Debit Card Transactions. Everyday debit card transactions are processed against your account at two different times: first, when the transaction is authorized, and again when the transaction actually settles to your account, usually days later. This delay between the time a particular transaction is authorized and when it actually settles to your account is solely within the control of the merchant and its processor. The Credit Union has no control with respect to the time period that elapses between the time a merchant seeks authorization and finally submits the transaction for settlement.

For debit card transactions, we use your available balance at the time a transaction is authorized and again when the transaction settles to your account to determine if each specific transaction will overdraw your account and whether a fee will be assessed. It is important to remember that your available balance may not reflect all of your transactions.

When the Credit Union authorizes an everyday debit transaction, the amount of the transaction is subject to a preauthorization hold. This means that the amount of the transaction is subtracted from your actual balance. It is important to understand that even if you have sufficient available funds in your account at the time the transaction is authorized, it is possible that the settlement of the transaction may result in an overdraft to your account, and the incurring of a fee. The two most common scenarios are as follows:

- **Example 1: Purchase transactions where the final amount is initially unknown.** The most common examples of a purchase transaction where the final amount is initially unknown are gas station purchases, restaurant charges, hotel and car reservations. In such cases the transaction will be communicated to the Credit Union for authorization in one amount, but when the transaction actually settles your Account it does so for a greater amount. For example, if you use your debit card to pay at the pump for a gasoline purchase, you typically must utilize your debit card before operating the pump. The Credit Union may receive an authorization request in the amount of \$15.00. At the time of the authorization request, the available balance in your account is \$30.00, so the Credit Union approves the authorization request, and the available balance in your account is reduced to \$15.00. You proceed with the transaction, and purchase gasoline totaling \$40.00. When that transaction actually settles to your Account in the amount of \$40.00 as opposed to the \$15.00 that was authorized, the available balance in your Account is not sufficient to cover the settlement of the preauthorized transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions).
- **Example 2: Purchase transactions where intervening items paid between authorization and settlement result in the overdrafting of your Account.** Assume the same gas station scenario as described in Example 1, except that you purchase gasoline totaling just \$15.00, so the authorized amount of the transaction is the same as the settlement amount of the transaction. However, between the day the

transaction was authorized and the day the transaction settles to your account, a check you wrote in the amount of \$35.00 is presented for payment. The available balance in your account at the time of presentment is \$15.00, but the Credit Union pays the item in accordance with its Courtesy Pay service, resulting in an overdraft. When the \$15.00 gas station transaction actually settles to your account, the available balance in your account is not sufficient to cover the settlement of the preauthorized transaction, even though the settlement amount of the transaction is the same as the preauthorized amount of the transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an additional overdraft, however the Credit Union will not assess an additional fee in connection with the settlement of this transaction.

For debit card transactions involving merchant authorization holds, we look at the available balance at the time a transaction is authorized and again at settlement to determine whether the transaction will result in an overdraft and a fee.

- If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant's authorization request.
- If your available balance is insufficient to pay the preauthorization amount requested by a merchant, and you have not opted into Courtesy Pay for payment of everyday debit transactions, we will decline the request.
- If your available balance is insufficient to cover a merchant's authorization request, and you have opted in to Courtesy Pay for everyday debit transactions, we may choose to approve the authorization request. If we choose to authorize the transaction using Courtesy Pay, we will charge a Courtesy Pay Fee on that transaction when it settles to your account only if your available balance is insufficient to cover the transaction at the time of the posting of the preauthorized transaction.

Note that transactions authorized with a merchant as recurring debit card transactions may be covered by Courtesy Pay regardless of whether you have opted into Courtesy Pay for the payment of everyday debit card transactions.

D. PAYMENT OF OVERDRAFTS.

- 1. The Credit Union Has No Obligation to Pay Your Overdrafts.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may close, without notice, any account with excessive overdraft activity, and report the account to a consumer reporting agency.
- 2. Fees Associated with Overdrawing Your Account – Courtesy Pay Fees.** We assess a fee each time an item is presented for payment that we either pay, resulting in an overdraft, or which we decline to pay because payment of the item would result in an overdraft had we paid it. If we pay an item in accordance with Courtesy Pay, we will charge you a Courtesy Pay Fee. There is no limit on the total fees we can charge you for overdrafting your account.
- 3. Fees Associated with Overdrawing Your Account – Overdraft Transfer Service.** There are fees associated with using our Overdraft Transfer Service. These fees may be less expensive than Courtesy Pay Fees or NSF Fees. If we pay an item in accordance with our Overdraft Transfer Service, we will charge you an Overdraft Transfer Fee. If you have elected both the Overdraft Transfer Service and Courtesy Pay, there are circumstances wherein you will be charged both an Overdraft Transfer Fee and a Courtesy Pay Fee. These circumstances are discussed in greater detail in Section F. There is no limit to the total fees we can charge you for overdrafting your account.
- 4. Fees Associated with Overdrawing Your Account – NSF Fees.** If we do not pay an item, we will return the item and charge you a NSF Fee each time an item is presented for payment and we return it unpaid due to an insufficient available balance. We have no control over the number of times an intended payee may resubmit the same item to us for payment. There is no limit on the total fees we can charge you for overdrafting your account.
- 5. Fee Schedule.** Please refer to the Fee Schedule for a current listing of all fees associated with overdrawing your account.
- 6. YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT AVAILABLE FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** This is because your available balance may not reflect all of the outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. For example, you may have written a check that is still outstanding because it has not been submitted for payment by the payee. That check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. We have no control over when a merchant submits an item for payment. For example, if a merchant obtains our prior authorization but does not submit an everyday debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions including, but not limited to, car rental transactions and international transactions), we are required to release the authorization hold on the transaction. Your available balance will not reflect this transaction once the hold has been released. Please refer to the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Please refer to the Funds Availability Disclosure for information regarding the availability of your deposits for withdrawal.

E. HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.

There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (checks, ACH transactions, or ATM/POS transactions). It is common for each of these presentment files to contain multiple items to be processed against your particular account. When multiple items are received at the same time, the items will be paid as follows:

- Checks are paid in the order received;
- ACH items in each presentment file post credits first in the order presented, then debits in the order presented (we typically receive up to four ACH presentment files per day)
- ATM/POS items are paid in the order they are presented.
- Transactions performed in person, such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

The order in which items are paid is important if your account does not contain sufficient available funds to pay all of the items that are presented. If an item is presented for payment and your available balance is insufficient to pay it, we may, at our discretion, automatically transfer available funds from your designated account pursuant to the Overdraft Transfer Service, pay the item pursuant to Courtesy Pay, or return the item (NSF).

Please understand that the above information is only a general description of how certain types of transactions are posted. These practices may change, and the Credit Union specifically reserves the right to pay items in any order, as permitted by law.

F. OPTIONAL OVERDRAFT PROTECTION PLAN – OVERDRAFT TRANSFER SERVICE

1. Overdraft Transfer Service. We offer an optional overdraft protection plan that we refer to as our “Overdraft Transfer Service” where funds from a linked savings account are used for overdraft protection. We will look first to this service for overdraft protection before applying our discretionary Courtesy Pay Overdraft Service when your account is overdrawn. The Overdraft Transfer Service may save you money on the total fees you pay us for overdraft protection.

With this service, you authorize us to make transfers of available funds automatically from your regular savings account, plus the overdraft transfer fees, to cover overdrafts in your checking account. The Overdraft Transfer Service is an optional feature that can be added to your eligible checking accounts upon your request. To request or terminate the Overdraft Transfer Service: (1) call us at 888.288.3261; (2) visit any branch and speak with a Representative; or (3) mail a request to Team One Credit Union, P.O. Box 1260, Saginaw, MI 48606.

Overdrafts paid pursuant to the Overdraft Transfer Service are subject to an Overdraft Transfer Fee as set forth in the Fee Schedule.

If you decline or terminate the Overdraft Transfer Service and are not eligible for Courtesy Pay, and there are insufficient available funds in your checking account to pay an item, your item will not be paid unless it was a previously authorized everyday debit card transaction. The items will be returned, and an NSF fee will be charged, **each time an item is presented for payment and returned unpaid due to an insufficient available balance**. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees. Transfers will appear on your periodic statements for each applicable account.

2. Limits on Overdraft Transfer Service. We will not transfer more than the available account balance in designated linked account if the amount of the overdraft and related fee(s) exceed the available amount. If the available balance in a designated linked account is not enough to pay the full amount of the transaction(s) you have initiated on any day plus the Overdraft Transfer Fee(s), we will transfer up to the available balance to pay one or more transactions, plus the applicable fee for each item. Any transactions that are not paid by the transfer will either be paid through our Courtesy Pay Service or returned, and Overdraft Transfer Fees, Courtesy Pay Fees, and/or NSF Fees, as applicable, will be assessed.

The following example illustrates how this works if you have elected **both** Overdraft Transfer Service and Courtesy Pay Overdraft Service:

Assume your actual and available balances in your checking account are both \$50, and your available balance in your savings account is \$10. You write a check for \$80. When the check is presented for payment, because you don't have \$80 available in your checking account or regular savings account, the item cannot be fully paid using the Overdraft Transfer Service from the regular savings account. However, if you have also elected Courtesy Pay,

we may elect to transfer the \$10 in your linked savings account and pay the remaining portion of the item using Courtesy Pay. In such case, you will be assessed only a Courtesy Pay Fee.

However, because Courtesy Pay is a discretionary service, we may instead elect to decline to pay the transaction. If we decline to pay the transaction, we will not transfer any funds from your linked savings account, we will decline the transaction, and we will assess you an NSF Fee **each time** the item is presented for payment. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees.

3. We May Return Items Unpaid. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee as stated in our Fee Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee **each time** that same transaction is returned unpaid.

4. Termination of Overdraft Transfer Service. We may terminate the Overdraft Transfer Service at any time with or without notice to you. Any owner of the checking account or any owner of a linked regular savings account used for overdraft protection may decline the Overdraft Transfer Service. To terminate the Overdraft Transfer Service: (1) call us at 888.288.3261; (2) visit any branch and speak with a Representative; or (3) mail notice of your decision to decline the Overdraft Transfer Service to Team One Credit Union, P.O. Box 1260, Saginaw, MI 48606. Your election to decline will be effective after we have received notice and have had a reasonable time to act on it.

G. COURTESY PAY OVERDRAFT SERVICE

1. Courtesy Pay. In accordance with our commitment to provide valued service and benefits, we may, if you qualify, at our discretion, pay overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your limit, which is determined by us in our sole and absolute discretion. Courtesy Pay is different than the Overdraft Transfer Service. Courtesy Pay is a backup to the Overdraft Transfer Service and will only be activated if funds are not available from the Overdraft Transfer Service.

2. What Overdraft Transactions are Covered? Courtesy Pay is available for the payment of checks, preauthorized payments under our Bill Payment Service, ACH drafts, and recurring debit transactions. Courtesy Pay is also available for everyday debit card transactions, if you opt-in, as described in the next section below.

3. Optional Overdraft Transactions. The following types of transactions require you to “opt in” (in other words, you must provide us with your affirmative consent) if you would like to include them in Courtesy Pay. Choosing not to opt in may result in these transactions being declined:

- ATM transactions
- Everyday Debit Card transactions

We do not require you to authorize Courtesy Pay for your ATM and everyday debit card transactions as a condition of us providing Courtesy Pay to you for your checks, ACH transactions or other transactions. If you want the Credit Union to authorize and pay overdrafts for ATM and everyday debit card transactions through Courtesy Pay, you must provide us with your consent by: (1) calling us at 888.288.3261; (2) visiting any branch and speaking with a Representative; or (3) mailing notice of your decision to opt in to Courtesy Pay for ATM and everyday debit card transactions to Team One Credit Union, P.O. Box 1260, Saginaw, MI 48606.

4. Eligibility for Courtesy Pay. Courtesy Pay is not a credit product. It is a feature that is automatically included with eligible checking accounts (unless you decline Courtesy Pay entirely as described below or information we get from a consumer reporting agency does not meet Credit Union standards). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Courtesy Pay may be available for checking accounts for which the primary checking account owner is 18 years of age or older. We reserve the right to limit Courtesy Pay to one (1) account per household or member. We may suspend or permanently revoke Courtesy Pay from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- a. You are not making regular deposits into your checking account;
- b. You do not bring your checking account to a positive balance for at least one full business day within a fifteen (15) day period;
- c. Your membership is not in good standing;
- d. You are more than thirty-one (31) days past due or are in default in any other respect on any loan or other obligation to us;

- e. Your primary savings account does not have a positive balance;
- f. Your checking account is subject to any legal or administrative orders or levies;
- g. You have insufficient credit or negative credit history;
- h. You are a party to a bankruptcy proceeding;
- i. Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- j. Your checking account is classified as inactive;
- k. You use the Service to pay items written to check cashing agencies; or
- l. You have an unresolved prior loss with us

5. Courtesy Pay is a Discretionary Privilege. Any payment made by us under Courtesy Pay will be made on a case-by-case basis, in our sole and absolute discretion. Courtesy Pay does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. Courtesy Pay is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice.

6. Notification. If you qualify for Courtesy Pay, it will be set up on your account without further action required by you. However, we may refuse to pay an overdraft at any time, even though we may have previously paid overdrafts. We have no obligation to notify you before we pay or return any item. It is important to remember that Courtesy Pay is a purely discretionary benefit offered by the Credit Union. If at any time we determine that your account is no longer eligible for Courtesy Pay for any reason, we can discontinue it immediately without notice to you.

7. How Courtesy Pay is administered. If you are eligible for the Service, we will generally pay your overdraft items up to a maximum amount established by the Credit Union in its sole and absolute discretion, including fees. We are not required to notify you of any nonsufficient funds checks, ACH items, or other transactions that may have been paid or returned. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

8. When is the overdraft payment due? The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

9. Courtesy Pay Fees. A Courtesy Pay Fee will be charged to your checking account, in accordance with our Fee Schedule, for each overdraft that is authorized and paid through the Service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Courtesy Pay. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through Courtesy Pay and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under Courtesy Pay, you are subject to a Non-Sufficient Funds (NSF) Fee in accordance with our Fee Schedule for each such item each time it is presented for payment and returned unpaid due to an insufficient available balance. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

10. Transfers to Cover Overdrafts. You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

11. Right of Setoff. In addition to any other rights that we may have, you agree that any deposits, future deposits, or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you decline Courtesy Pay (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of Courtesy Pay.

12. Default. You will be in default under the terms of Courtesy Pay if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Courtesy Pay, or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.

13. Termination; Suspension. We may terminate or suspend Courtesy Pay at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of our rights without losing them.

14. Your Right to Decline Courtesy Pay. Any owner of the checking account may decline the Service. If you prefer not to have the Service, visit us in a branch, contact us at 888.288.3261, or write to us at Team One Credit Union, P.O. Box 1260, Saginaw, MI 48606, and include your name, member number and a statement that you are declining the Credit Union's Courtesy Pay Service and we will remove the Service from your checking account. If you decline the Service, you will still be charged an NSF Fee for each item returned each time an item is presented for payment and returned unpaid due to an insufficient available balance.

15. Optional Overdraft Protection Plans. As discussed in more detail above, we also offer the optional Overdraft Transfer Service which links your checking account to a savings account, as well as other overdraft sources and may be less expensive than Courtesy Pay. To learn more, please ask us about these plans.

THE BEST WAY TO KNOW HOW MUCH MONEY YOU HAVE AND AVOID PAYING OVERDRAFT FEES IS TO RECORD AND TRACK ALL OF YOUR TRANSACTIONS CLOSELY. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 888.288.3261 OR VISIT ANY BRANCH.

Stop Payments

- a. **Stop Payments Order Request.** You may request a stop payment order on any check drawn on your account. To be binding an order must be dated, signed and describe the account and draft number and the exact amount. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the credit union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to your or to any other party for payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.
- b. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- c. **Liability.** Fees for stop payment orders are set forth on the Fee Schedule. You may not stop payment on any certificated check, cashier's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Postdated and Staledated Checks

We may pay any check without regard to its date. 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.

Taxpayer Identification Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Statements

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a joint account. For checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to your home or accessible through online banking.
- b. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. **Notice to Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or change to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

Inactive Accounts

If your account falls below any applicable minimum balance and you have not made any transaction over a period specified in the Truth-In-Savings Disclosure during which we have been unable to contact you by regular mail, we may classify your account as inactive. Unless prohibited by applicable law, we may charge a service fee set forth on the Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have not had other sufficient contact with you within the period specified by state law, the account will be presumed abandoned. Funds in abandoned accounts will be reported and remitted in accordance with 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.

Termination of Account

We may terminate your account at any time without notice to you or may require you to close your account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving us written notice. Any owner of a joint account can terminate the account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

If your account was opened online and is inactive for 60 days from the date of opening, we may terminate your account. The initial \$5 deposit made by the Credit Union will be withdrawn and the account will be closed.

Termination of Membership

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

National Credit Union Share Insurance Fund (NCUSIF)

Member accounts are federally insured to at least \$250,000 by the National Credit Union Administration (NCUA). The NCUA is the federal agency that charters and supervises federal credit unions and insures savings in federal credit unions across the country through the NCUSIF, a federal fund backed by the full faith and credit of the United States government. Individual Retirement Accounts (IRAs) are separately insured up to an additional \$250,000 by the NCUSIF.

Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law and regulations of the State of Michigan (excluding its conflicts of laws principles), except as superseded by federal laws and regulations. This Agreement shall also be subject to the Credit Union's Bylaws and local, state, or national clearinghouse rules. Except as otherwise provided in the Resolution of Disputes by Arbitration Provision, and unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court with jurisdiction over the location of the Credit Union's principal place of business.

Permitted Time for Filing a Lawsuit. You must file any lawsuit or arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition of making a claim.

LIMITATION OF LIABILITY. Except where required by law or this Agreement specifically provides otherwise, we will not be liable for any action or inaction except for our intentional misconduct or gross negligence except as may be otherwise required by law, you agree that in no event shall the credit union's liability to you exceed your actual damages or the sum of \$5,000, whichever is less. In no event will Credit Union be liable for any indirect, special, consequential or exemplary damages, including, but not limited to, loss of anticipated profits or other economic loss in connection with or arising out of this agreement.

Binding Arbitration and Class Action Waiver – Resolution of Disputes by Arbitration. THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

- a. **Agreement to Arbitrate Disputes.** Either you or we may elect, without the other's consent, to require that any dispute between us concerning your membership, your deposit accounts ("Accounts") and the services related to your membership and Accounts, including but not limited to all disputes that you may raise against us, must be resolved by binding arbitration, except for those disputes specifically excluded below.
- b. **No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY general ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED.

Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

- c. **Disputes Covered by Arbitration. YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL.** Any claim or dispute relating to or arising out of your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with You or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its affiliates, successors, assignees, officers, directors, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

- d. **Disputes Excluded from Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Our Claims or disputes against you arising from your status as a borrower under any loan agreement with the Credit Union or to collect any funds you may owe us are also excluded from this Resolution of Disputes by Arbitration provision.
- e. **Commencing an Arbitration.** The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at:

Team Credit Union
Attention: Legal Department
P.O. Box 1260
Saginaw, MI 48606

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association	JAMS
1-800-778-7879 (toll-free)	1-800-352-5267 (toll-free)
www.adr.org	www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

- f. **Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator

shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

- g. Costs.** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.
- h. Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies, except in an action by us against you that has been initiated by Us to collect funds that you may owe to us.
- i. Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.
- j. Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Michigan shall apply.
- k. Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.
- l. Applicability.** Arbitration will not apply to your Account as long as you are an active duty Service Member.
- m. Right to Reject this Resolution of Disputes by Arbitration provision. YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:**

Agreement to the Resolution of Disputes by Arbitration provision:

- 1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
- 2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

- 1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:
 - a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;
 - b. You must send your written notice to us at the following address:

Team Credit Union
Attention: Legal Department
P.O. Box 1260
Saginaw, MI 48606

FUNDS AVAILABILITY DISCLOSURE Your Ability to Withdraw Funds

Our policy is to make funds from your deposits available to you on the business day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and/or we will use the funds to pay checks you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If your account was opened and funded online, your initial deposit will be held for three (3) business days.

Reservation of Right To Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the business day you make the 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 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of your 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply

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

- We believe a check you deposited will not be paid
- You deposit checks totaling more than \$5,525 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh 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 or a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit or from the check 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 or cashed.

Deposits at Automated Teller Machines (ATM)/Remote Deposit Capture

Funds from any deposit made at an ATM or via remote deposit capture will be available for withdrawal after two business days. However, some funds may be immediately available based on your current standings with the Credit Union. Contact the Credit Union to determine if you qualify. Because of the two-day hold when you make a deposit at an ATM or use Remote Deposit Capture, it is your responsibility to make sure your money is available before you write checks against your deposit.

Special Rules for New Accounts

If you are a new member, the following special rules apply during the first 30 days your account is open:

- Funds from electronic direct deposits into your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers and the first \$5,525 of a day's total deposits of cashiers, certified, tellers, travelers and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you.
- The excess over \$5,525 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 on the seventh business day after the day of your deposit.

CHECK 21-SUBSTITUTE CHECKS AND YOUR RIGHTS

As our member, we think it is important for you to know about substitute checks and the Check 21 Act. As a result, we want to advise you that you may see differences in check images when you view your account information online or request a copy of your original check for proof of payment. The following Substitute Check Disclosure provides information about substitute checks and your rights. In order to help you recognize a substitute check when you begin to receive them, we have included a copy of a substitute check.

What is a substitute check?

A substitute check is a paper copy of the front and back of the original check that becomes the legal equivalent of the original check. A substitute check can be used the same way as the original check, including proof you made a payment, if it includes the following: 1. an accurate copy of the front and back of the original check, and 2. contains the words: "This is a legal copy of your check. You can use it the same way you would use the original check." A substitute check that meets these requirements is generally subject to the same federal and state laws that apply to an original check.

Front view of a substitute check



Back view of a substitute check



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 the wrong amount was withdrawn from your account or that money was withdrawn 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, NSF 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 earns dividends. 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 the Credit Union 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. The Credit Union 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 have received a substitute check, you can file a special claim with Team One Credit Union for a refund (called an "expedited recredit") if you believe that:

1. The substitute check was incorrectly charged to your account,
2. You lost money as a result of the substitute check being charged to your account, and
3. You need the original check, or a copy, sufficient to show that the substitute check was incorrectly charged to your account.

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: Team One Credit Union, 520 Hayden Street, PO Box 1260, Saginaw, MI 48606, (989) 754-6575.

You must contact the Credit Union 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 or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, the name of the person to whom you wrote the check, and the date that the item was paid by Team One Credit Union.

FACT ACT NOTICE Negative Information Notice

As a member, we would like you to be aware that under the FACT Act we may report information about your account to the credit bureaus when payments are late, missed or your account is in default. If you have any questions, please call us at the number listed above.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

Services: • Direct Deposit • Telephone Banking • Visa Debit Card/ATM/ITM Access • ACH Debits/Credits • Online & Mobile Banking • Online Bill Pay

Usage and Limitations

- a. Transactions available through ATM Networks are limited by the capabilities of the individual automated teller machines. There is no limit to the number of times you may use your card for non-withdrawal transactions.
- b. ATM/ITM withdrawals are subject to a daily cash withdrawal limit up to \$500.
- c. Team One reserves the right to refuse any transaction. Visa Debit Card signature-based point-of-sale (POS) transactions are debited approximately 3 business days after the date of purchase. However, the amount of the transaction is held from the available funds in your checking account the same day and will not be available for other use.
- d. Visa Debit Card personal identification number (PIN) POS transactions are subject to a daily limit ranging from \$250 to \$5,000 depending on the funds available in your checking account and available overdraft sources.
- e. Team One reserves the right to overdraw an account and charge a fee for doing so.

Personal Identification Number

You will have a four-digit PIN assigned to you, or you may select your own code, for access to Telephone Banking, Team One ATM/ITMs/ATM Networks, POS services, Online & Mobile Banking, and Bill Pay. If you lose your PIN, need instructions on its use, visit

any branch during normal business hours. To change your PIN you may also change it at an ATM/ITM in addition to in the office. Do not disclose your PIN or otherwise make it available to anyone not on your Savings Account. You understand that all joint owners on your Savings Account will have access to any and all sub-accounts (shares and loans) of your primary account number.

Account Access

You may access your accounts using the above mentioned services to:

1. Make deposits to certain Team One savings and checking accounts.
 2. Withdraw cash from certain Team One savings and checking accounts.
 3. Obtain balances of certain Team One savings and checking accounts.
 4. Transfer funds between your Team One savings and checking accounts.
 5. Make payments to your loans at Team One.
 6. Pay bills directly by personal computer or mobile device from your checking account in the amounts and on the days you request.
 7. Withdraw funds as a check mailed to the address on your account.
 8. Pay for purchases and services or obtain cash advances with your Team One Visa Debit Card at millions of locations worldwide.
- Some of the above services may not be available at all terminals or access channels.

Point-of-Sale (POS) Services

You can use your specially encoded plastic card at any retail location displaying the PLUS, CO-OP, Interlink or NYCE symbol. At PLUS, CO-OP, Interlink or NYCE Network locations, there is no limit to the number of transactions you can make each day. POS transactions are subject to a daily POS withdraw/purchase limit ranging from \$250 to \$5,000.

ATM, POS & Bill Pay Overdraft Transfers

Team One is under no obligation to pay a transaction that exceeds the available balance in your account. Transactions that would overdraw your checking account may be treated as a request to transfer funds from the overdraft source designated on your checking account. All owners and authorized signers on your checking account will have access to accounts listed as sources of overdraft protection. All owners and authorized signers are jointly and severally liable for any and all overdrafts on this account.

Please refer to the Your Liability for Overdrafts section of this Agreement for further details relating to overdraft coverage available to you. Team One will only offset government benefits (e.g. Social Security and other public benefits) deposited to your accounts as permitted by law.

Availability of Funds

Funds from deposits may not be available for immediate withdrawal. Refer to Team One's Funds Availability Disclosure included above for details.

Service Cancellation Policy

Team One may cancel, modify, and restrict the use of any current or future Team One service upon written notice, or without notice if your account is overdrawn or when necessary to maintain or restore the security of your accounts on our system. Debit cards are nontransferable and belong to Team One. You or any joint owner on your account may cancel any of these services by notifying Team One.

Automated Clearing House (ACH) Debits

- a. You may authorize a third party to automatically debit your savings or checking account on a recurring basis to pay for goods and services or to make your loan payments.
- b. You may authorize automatic debits from as many third parties as you wish.
- c. Upon notification from a merchant (by oral, written, or posted notice), you or any joint owner may authorize a merchant to convert your check to a one-time electronic fund transfer from your account. You or any joint owner may also authorize a merchant to debit your account for returned check fees.
- d. Team One reserves the right to refuse any ACH debit which would draw upon insufficient available funds.

How To Stop ACH Debits

If Team One originates the payment on your behalf, you can stop these payments. Here's how:

You can call us to send you an Authorization Agreement for Electronic Funds Transfer form with "cancel" indicated on it for you to sign and return or you can send us a signed request which includes the details of the transaction (date to be deducted, dollar amount, company name, when to cancel). Mail your completed request to us at: Team One Credit Union, Attn: Support Services, PO Box 1260, Saginaw, MI 48606. We must receive your request 3 business days or more before the payment is scheduled to be made in order to give us time to process your request.

If you have payments not originated by us, you can stop any of these payments. Here's how:

We must receive your request 1 business day or more before the payment is expected to be made in order to give us time to process your request. If you call us, Team One requires you to put your request in writing on a Stop Payment Request and return it to Team One within 14 days after you call. An oral request will cease to be effective 14 days from the date of the request if the signed authorization has not been provided to Team One Credit Union. You can also receive a Stop Payment Request form by visiting any Team One location. A stop payment fee is charged for each ACH debit you request to stop as stated in the Fee Schedule. Mail your completed request to us at: Team One Credit Union, Attn: Support Services, PO Box 1260, Saginaw, MI 48606.

Failure to provide accurate and complete information from the account holder pertaining to the transaction(s) may result in payment of the item(s). The account holder agrees to hold harmless and indemnify Team One Credit Union for all expenses, cost and damages incurred by the payment of the transaction(s) if such payment is the result of a failure of the account holder to meet the time requirement or if such payment is the result of failure of the account holder to furnish any information accurately. If you order Team One to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages

Automated Clearing House (ACH) Credits

Credits subject to Article 4A-

- a. The entry may be transmitted through ACH
- b. Your rights and obligations concerning the entry is governed by and constructed in accordance with the laws of the state of Michigan.
- c. Credit given is provisional until Team One Credit Union has received final settlement through a Federal Reserve Bank or otherwise has received payment.
- d. If Team One Credit Union doesn't receive such payment for the entry, we are entitled to a refund from you in the amount of the credit to your account, and the originator will not be considered to have paid the amount of the credit entry to your account.
- e. Team One Credit Union is not required to provide you with notice that the credit entry is received and will not do so.

Right to Receive Documentation of Transfers Terminal/POS Transfers

A receipt describing the transactions you have made is available each time you use a specially encoded plastic card at one of Team One's ATMs and Network ATMs. If the transaction is performed at a Quick Payment Service (QPS merchants are generally low-dollar purchases such as gas stations & fast food restaurants) merchant for \$50 or less, no receipt is provided unless requested by you. If the merchant is not a QPS merchant, no receipt is required for amounts \$25 or less. Receipts issued by a Team One ATM or any Network ATM are binding on Team One only after verification by Team One.

Pre-authorized ACH Credits

If you have a direct deposit made to your account at least once every 60 days from the same source, and you do not receive a receipt (such as a pay stub), you can use TELEPHONE BANKING, Online or Mobile Banking to obtain this information, or you can call us at (989) 754-6575 or (888) 288-3261 to determine if the deposit has been made.

ACH Debits that Vary in Amount

When you authorize a third party to automatically debit your account for amounts that vary, the third party will notify you of the amount and transaction date 10 days before the debit occurs, unless you have arranged to be notified only when the amount exceeds a specified limit.

Periodic Statement

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

Business Days

For purposes of these disclosures, every day is a business day, except Saturdays, Sundays and federal holidays.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call us at (989) 754-6575 or (888) 288-3261 or write us at Team One Credit Union, Attn: Support Services, PO Box 1260, Saginaw, MI 48606, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

You may ask for copies of the documents that we used in our investigation by contacting us at the phone number or address shown on the first page of this disclosure.

Your Liability for Unauthorized Use

If your statement shows unauthorized transfers, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, call the number below, or write to: Team One Credit Union, Attn: Plastics Department, PO Box 1260, Saginaw, MI 48606.

If you notify us of the loss, theft, or unauthorized use of your Card or other devices which we supply to you, you will not be liable for any unauthorized use for purchases processed through Visa/Plus provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the liability limits set forth will apply.

For ATM and PIN transactions not processed through VISA/Plus, you can lose no more than \$50 if someone accessed your account without your permission. If you don't tell us within two (2) business days after you learned of the unauthorized use, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Any person, who is permitted by you, either by express or implied permission, to use your card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with your card. You agree that you will not use your account, or any devices that access your account, in any illegal manner, and/or for any illegal purpose, including, but not limited to illegal internet gambling.

Credit Union Liability

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. For example, Team One will not be liable if:

- a. Through no fault of ours, you do not have sufficient available funds in your account to make the transfer.
- b. The automated teller machine where you are making the transaction does not have enough money.
- c. The system is not working properly and you know about the breakdown when you start the transfer.
- d. Circumstances beyond our control (such as fire, flood, computer malfunction, electrical outage, or problems with the telephone lines) prevent the transfer, despite the reasonable precautions we have taken.
- e. A third party originating a deposit fails to generate the deposit or fails to generate it in the correct amount or on time.
- f. The money in your account is subject to legal process or other encumbrance.
- g. We fail to honor your card due to improper use or retrieval of the card by a Team One ATM or any Network ATM.
- h. You have not provided the bill pay service with the correct names or account information for those persons or entities to which you wish to direct payment.
- i. The intended recipient of the payment mishandles or delays a payment sent by the bill pay service.
- j. There are other exceptions stated in our agreement with you.

Reversing Electronic Fund Transfers.

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

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

If you phone us, you **MUST** call at the phone number as set forth at the end of this EFT Disclosure.

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

Fees

There is no charge to you for using Telephone Banking, Online or Mobile Banking, or for participating in Direct Deposit. However, Team One reserves the right to impose service charges at a future date after giving notice. ATM, Bill Pay, and ACH debit services are subject to fees. Refer to Team One's Fee Schedule for current fees.

Nonproprietary ATM

When you use an ATM not owned by Team One, you may be charged a fee by the ATM operator or any network used in processing the transaction, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

Foreign Transactions Exchange Rate

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. **NOTE: Foreign transactions include transactions initiated inside the United States but processed by a merchant outside of the United States.**

Transaction Fee

A fee of up to 1 percent of transaction amount, plus any surcharges assessed by ATM owner, is charged for transactions conducted outside the United States.

Access Device Revocation.

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

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

Privacy

We will not disclose information to third parties about your account or the transactions you make except:

- a Where it is necessary for us to complete a transfer.
- b To verify the existence or status of your account for ordinary business purposes, such as a request from a credit reporting agency or merchant, etc.
- c In order to comply with legal process, such as government agency or court orders, etc.
- d If you give us your written permission.

Change in Terms

We reserve the right to change or amend the terms of our Membership and Account Opening Agreement as listed by posting on Team One Credit Union's website or by delivering such changes or amendments to you at the physical or email address shown on the credit union's records. Prior notice may not be given where an immediate change is necessary to restore the security of your account.

Regulatory Authority

Notification of Regulatory Authorities: This EFT Agreement and the EFT services provided in this EFT Agreement are governed by Federal law and Michigan law. You may notify the State agency noted below of any violation of law.

The address of this agency is as follows:

Credit Union Division
Department of Insurance and Financial Services
P.O. Box 30224
Lansing MI 48909