

IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

This “Important Account Information for Our Members” Agreement contains the Privacy Notice, Terms and Conditions, Electronic Fund Transfers Disclosures, Funds Availability Policy, Truth in Savings Act Disclosures, and other disclosures required under the Uniform Commercial Code Article 4A, and National Credit Union Administration and Federal Reserve Board regulations that govern your Accounts at Community Financial Credit Union. Additionally, this Agreement contains rules for transactions or events which the law does not regulate, or for which the law permits variation by agreement. In this Agreement your share/savings, checking, money market, share certificate and retirement Accounts at Community Financial Credit Union will each be referred to as an “Account”. The words “you”, “your”, and “Accountholder” mean the member and any joint members or co-depositors, and anyone with the authority to deposit, withdraw, or exercise control over the funds in the Account. The words “we,” “our,” “us,” “Credit Union,” and “Community Financial” mean Community Financial Credit Union. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular. The headings in this Agreement are for reference only and will not govern the interpretation of the terms and conditions of your Accounts.

For Business Accounts: The Privacy Notice, Electronic Fund Transfers, Funds Availability, and Truth in Savings sections of the Agreement, or portions thereof, address consumer specific regulations, and therefore, may not apply to your Account. Please read this Agreement carefully and retain it for future reference. Feel free to call or visit Community Financial if you have any questions.

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 below 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 OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING.

TERMS AND CONDITIONS

By signing an Account Membership Application (“signature card”) or other Account documentation, making a deposit to an Account, continuing to use an Account, or keeping an Account open, you acknowledge receipt of this Agreement and required disclosures, and that your Accounts with us are governed by this Account Agreement and the signature card for each Account, as amended from time to time, and all applicable federal and state laws and regulations. You further agree that you or a joint Accountholder qualify as a Community Financial member. This Agreement is a binding contract between you and Community Financial, and its provisions shall be binding upon you, your heirs, agents, representatives, trustees, beneficiaries and all other successors to your interest in your Account. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this Agreement. The Credit Union may enforce any of its rights under this Account Agreement even if it chooses not to exercise any right in a particular transaction. The Credit Union shall not be responsible for damages, or be subject to any liability to its members, except for gross negligence or willful misconduct. The obligation to exercise ordinary care in handling deposit and withdrawal items shall be measured by the reasonableness of the procedures established for the transaction involved. If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. Any variation to this Agreement must be agreed to in writing by Community Financial. This Agreement is effective on the date indicated in this Agreement and supersedes all previous Account Agreements.

BYLAWS

Our bylaws, as amended from time to time, establish basic rules about our Credit Union policies and operations which affect your Account and membership. You may obtain a copy of the bylaws on request. In accordance with our bylaws, you must deposit \$5 (one share) in any Account as a condition of admission to membership. You must maintain a minimum balance of \$5 in at least one of your Accounts at all times to maintain your membership status. For joint accounts, each owner seeking membership is required to fulfill all of the membership requirements, including purchasing and maintaining at least one share in an account.

IMPORTANT ACCOUNT OPENING INFORMATION

Federal law requires us to obtain taxpayer information and sufficient information to verify your identity. You may be asked questions and to provide one or more forms of identification to fulfill this requirement. The Credit Union may also request additional information from third parties including account information services and credit reporting agencies, at the time the Account is opened or any time thereafter. You agree that we may verify identifying information, and financial credit, and employment history by any necessary means, including without limitation, preparation of a credit report by a credit reporting agency. The information you or others provide is protected by our privacy policy and federal law. At our discretion, the Credit Union may refuse to open an Account, refuse to accept additional deposits into an Account, terminate check writing or other Account access privileges, or close an Account.

CURRENT INFORMATION

It is your responsibility to keep your information current with us. You must inform us of any changes in your address, email address and telephone(s) numbers: home, work and cell. If you have a permanent or temporary change, we ask that you advise us immediately. A signature is required for a permanent or temporary address change, and may be required for other changes. Please visit a Community Financial office and advise a financial sales representative, or go online at www.cfcu.org to print a Member Address Change Request form. If you are planning to temporarily relocate to a different address over the winter months, we will ask you to provide the alternate address, and a Start Date and Stop Date. If you relocate every year, you must request an alternate address each year. If you are going to be out of the country, please notify us by visiting a Community Financial office or calling (877) 937-2328, or by emailing cumail@cfcu.org. We may rely on the information you provide to us until you notify us of a change and we have a reasonable time to act on the new information.

DIVIDEND WITHHOLDING

If you do not certify that you provided us with the correct taxpayer identification number for your Account, we may be required to withhold a certain percentage of your dividend income. Withheld dividends will be forwarded to the Internal Revenue Service in accordance with federal regulations.

TYPES OF ACCOUNTS

The Credit Union offers savings, checking, money market, share certificate, and retirement accounts for our members. This Agreement provides details about the accounts and related services that are available to help you determine which accounts best suit your needs. Under these terms and conditions, Accounts must be established primarily for personal, family or household purposes. We reserve the right to close your Account or transfer funds to a commercial account if it is used for business purposes.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

Ownership and survivorship features of Accounts, other than business Accounts, are listed below. At the time of Account opening, you will designate the form of ownership and beneficiary, if any, for your Account. We reserve the right to refuse some forms of ownership on any Accounts. The Credit Union uses the ownership and beneficiary designation to determine to whom we pay or release Account funds. We may act on the oral or written instructions of any one Account owner or authorized signer on the Account. In all cases, our release of Account funds is subject to any previous pledge to which we have agreed. We make no representations as to the appropriateness or effect of these designations. The Credit Union requires appropriate documentation before releasing any funds to any estate, beneficiary or representative.

A. Individual Account

An individual Account is an account in the name of one person. If the Accountholder dies, the balance in the Account belongs to his or her estate.

B. Joint Account with Survivorship (And Not as Tenants in Common)

An Account with more than one Accountholder may be established as a joint tenancy with right of survivorship, and not as tenants in common. The Credit Union may act upon the direction of one or more Accountholders and may pay funds to any Accountholder. Each of you may deposit to and withdraw from the Account. Any action by any Accountholder shall be binding upon all Accountholders, and each Accountholder agrees to release the Credit Union from all liability in connection with any payments the Credit Union makes to any joint Accountholder. If a joint Accountholder dies, the balance in the Account passes to the surviving joint Accountholder(s) as joint tenants with right of survivorship and not as tenants in common.

C. Joint Account No Survivorship (As Tenants in Common)

Tenancy in Common Accounts may be established by two or more persons, but none of you intend (merely by opening this Account) to create any right of survivorship in any other person. Each Accountholder owns an equal share of the Account unless you advise us in writing to the contrary. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary until the withdrawal. Each Accountholder authorizes the Credit Union to accept for deposit to this Account items payable to one or more of the Accountholders, whether or not such items bear their endorsement. The signatures of all Accountholders, or their legal representatives, are required to withdraw funds from a tenancy in common Account. If an Accountholder dies, the Accountholder's share of the Account belongs to his or her estate.

D. Payable on Death Account

A Payable on Death (POD) Account is established in order to designate any surviving POD beneficiary/payee of an individual or joint Account, excluding IRA Accounts. For joint accounts with rights of survivorship, upon the death of one owner, the funds belong to the surviving owner(s) of the account. Upon the death of the final owner, the funds remaining in the account, if any, belong to the named POD beneficiary(ies); i.e., any remaining funds will not be disbursed to any beneficiary until the death of all account owners. Account benefits pass to beneficiaries, without rights of survivorship. We are not required to inform the beneficiary of the establishment of any such account or his or her vesting interest in any account, unless required by law. If no person designated as a POD beneficiary is living at the time of the death of the last surviving owner, the account shall be considered part of the owner's estate.

E. Revocable Trust Account

You may establish a revocable trust Account for one or more beneficiaries. As the trustee of the Account, you can withdraw from or close the Account, change account types, or change the beneficiary(ies). If two or more of you create such an Account as named trustees, you hold the Account jointly with right of survivorship. Beneficiaries or their legal representative cannot withdraw unless all trustees die and the beneficiary is then living. If two or more beneficiaries are named and survive the death of all trustees, such beneficiaries will own this Account in equal shares, without right of survivorship. If no beneficiary is living at the time of the death of the last surviving trustee, the proceeds of the Account vest in the estate of the last surviving trustee.

F. Custodian Account

Custodian Accounts are subject to the Michigan Uniform Transfers to Minors Act. You may deposit or transfer money into a custodian Account. The transfer to the minor is not revocable. You may name yourself or another adult as custodian and may appoint a successor custodian. Generally, the custodian is authorized to handle this Account on behalf of the minor child until the minor child reaches 18 years of age, at which time the custodian shall transfer the property to the minor. Funds in this Account may not be pledged as security for any purpose. Any action that the custodian takes, including withdrawals from this Account, must be made in the capacity as custodian.

G. Fiduciary Account

You may establish Accounts for the benefit of another person. These Accounts may be opened by a legal representative of another party, such as a personal representative, guardian, or trustee under a trust agreement. We may require you to provide us with documents, satisfactory to us, that authorize you to act as a fiduciary before we establish a fiduciary Account for you. You hold the Credit Union harmless for distributions made in good faith. It is your responsibility to notify the Credit Union when your authority as a fiduciary has been revoked, rescinded, revised, or in any way modified.

H. Health Savings Account

We offer a Health Savings Account that is also governed by a separate disclosure and agreement that we will furnish to you at the time the Account is opened.

I. Retirement Account

We offer a selection of retirement Accounts that are also governed by separate disclosures and agreements that we will furnish to you at the time the Account is opened.

J. Youth Account

A youth Account is established in the name of an individual who is under the age of 24. We may require that withdrawals be co-signed by the parent or guardian of the youth as designated on the signature card. If the Accountholder dies, the balance in the Account belongs to the youth's estate.

NATIONAL CREDIT UNION SHARE INSURANCE FUND

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

MEMBER REWARDS

Please visit www.cfcu.org for Member Rewards Club benefits that may apply to your Account.

ACCOUNT NUMBERS

The Credit Union may require that your Account number be provided for deposits to or withdrawals from your Account. The Credit Union is not responsible for a transaction if an Account number is not written, or otherwise provided, or an incorrect Account number is used.

ACCOUNT CHANGES, TRANSFER AND PLEDGES

Your Accounts cannot be pledged, transferred or assigned without the Credit Union's written consent. Even if we consent, we may require that you close the account and that the new Account owner open a new account.

You agree to notify us in writing of any change in ownership or authorized signers on your Account or if an owner or authorized signer on the Account dies or is adjudicated incompetent.

If there is more than one owner and/or authorized signer on your Account, any account owner or authorized signer may request the Account be closed without consent of any other account owner or authorized signer. Any one account owner may request, and we may, at our option, permit removal of any account owner or authorized signer without consent of any other account owner or authorized signer on the account. You agree that we may, but need not, require a new signature card to be completed before any change in account owners or authorized signers becomes effective. You also acknowledge and agree that we may require you to close your Account in the event of any change in ownership or change in the authorized signers. We may take a reasonable period of time to act on and implement the change.

If you or we suspect that your Account is or may be compromised, we may require that you close your Account and open a new account. If we require or recommend that you close your Account and you do not do so, the Credit Union is not liable to you for subsequent losses, expenses or damages due to unauthorized transactions. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

AUTHORIZATION

An authorized signer may be designated to conduct transactions on your behalf. We undertake no obligation to monitor transactions to determine that they are on your behalf. If you follow our established procedures or use your personal identification number ("PIN") to authorize any transactions, modifications or additional services in connection with your Accounts or to establish additional Accounts, using electronic, telephonic or any other means, you authorize the Credit Union to treat your request as if it is made in writing and signed by you.

TEMPORARY ACCOUNT AGREEMENT

Each person who signs in the space designated for signature on the signature card may perform transactions on this Account. If a temporary signature card is provided or other information or Account documentation is required, we may at some time in the future restrict or prohibit further use of the Account if you fail to comply with the imposed requirements within a reasonable period of time.

BUSINESS DAYS

Every day is a business day except Saturdays, Sundays, federal holidays and days we are closed. A transaction that occurs on a non-business day, or after our daily cut-off time on a business day, will be treated as if it occurred on the next business day that we are open. Deposits and other transactions by mail or outside depository are not considered received by the Credit Union, and we are not responsible for these transactions until we record them.

DEPOSITS

We may accept, accept for collection only, refuse, or return all or part of any deposit. If we accept checks or other items for deposit or cashing, you are responsible if there is a subsequent problem with the checks or other items. When we receive a check or other item for deposit or collection, we assume no responsibility beyond the exercise of ordinary care, and are not responsible for errors or delays made by others in the collection process. The Credit Union may credit a deposit to an account based solely on the account number provided. You are responsible for any claim, cost, loss or damage caused by your failure to properly identify the account to which a deposit is to be made. We may charge your Account at any time, without prior notice to you, for the amount of any check or other item not paid for any reason, even if we previously made the funds available to you, or if this causes your Account to become overdrawn. The Credit Union may accept a check or other item for deposit to your Account from anyone, without questioning the authority of the person making the deposit. The Credit Union may refuse to accept any item for deposit or cashing, including items that are improperly endorsed or otherwise unacceptable to us. We may not accept a remotely created check (an unsigned draft or a preauthorized draft) for deposit unless we have previously agreed in writing to do so. If you deposit a remotely created check into your Account, you warrant and guarantee that the remotely created check is authorized according to the terms on its face by the person identified as the drawer, and agree to indemnify us from any loss, expense and liability related to a claim that such check or draft was not authorized by the persons on whose account it was drawn. All non-cash items for deposit should be endorsed by all parties to whom they are made payable. You agree to hold the Credit Union harmless for supplying or guaranteeing your missing endorsement or for accepting illegible or improper endorsements on items deposited into your Account. You agree that you will not knowingly deposit an item into your Account that does not have either a true original signature or authorized facsimile signature of the person on whose account it is drawn. At the Credit Union's discretion, we may refuse endorsements by third parties or require them to be verified or guaranteed. All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit. We will give provisional credit only until collection is final for any items other than cash that we accept for deposit (including items drawn "on us") with the following exception. We will only give credit for checks drawn on foreign financial institutions and deposits of, or payable in foreign currency, at the exchange rate in effect, on final collection in U.S. dollars. All negotiable instruments presented for deposit must be in a format that can be processed and photographed. The Credit Union may refuse to accept any check that does not meet this requirement. You agree to pay any fees for collecting on items deposited. If you give us cash that is determined to be counterfeit, we will retain the counterfeit currency. If you give us cash that we later determine to be counterfeit, we may charge your Account for the amount we determine to be counterfeit. We reserve the right not to pay dividends on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited dividends). If your Account is overdrawn, the Credit Union may use a deposit to pay the overdraft and any fees you owe. If funds to which you are not entitled are deposited to your Account in error, we may deduct these funds from your Account without giving you any prior notice or demand.

DIRECT DEPOSITS

If we deposit, under a direct deposit plan, any amount in your Account which should have been returned to the Federal Government or any other party for any reason, you authorize us to deduct the amount of our liability or loss from this or 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 or loss.

WITHDRAWALS

You may withdraw available funds from your Account in person at one of our branches, or by check, pre-authorized transfer, by use of an automated teller machine ("ATM") or point-of-sale ("POS") terminal, telephone transfer or other electronic means, to the extent that these services are available for your Account. ATM and POS transactions are subject to the terms under "ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES" in addition to other applicable terms and conditions. Online transactions are also subject to the terms of applicable online services agreements.

Unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs a signature card may withdraw or transfer all or any part of the available Account balance. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to the Account or any other transaction with us. The signature on all checks and withdrawals must be as it appears on the signature card for your Account on file with the Credit Union. If we accept your power of attorney, your check or withdrawal may be signed by the person with authority to sign for you.

If you voluntarily disclose your account number to another person orally, electronically, in writing, or by any other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. The Credit Union may pay these items and charge your account.

We may refuse and are not liable for any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the Account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The Credit Union may refuse any withdrawal request against uncollected or insufficient available funds. The fact that we may honor withdrawal requests that overdraw the available Account balance does not obligate us to do so later.

See "FUNDS AVAILABILITY" for information about when you can withdraw funds you deposit. You can also ask us when you make a deposit when those funds will be available for withdrawal.

LOST OR STOLEN CHECKS

You agree to immediately advise a Community Financial representative if your checks are lost or stolen. For your protection, you further agree that your Account will be closed and a new one may be opened if checks are lost or stolen.

CASH WITHDRAWALS

The Credit Union may require reasonable advance notice for large cash withdrawals, and may refuse to honor a request to withdraw funds in cash from your Account or to cash a check if we believe that the amount is unreasonably large and that honoring the request would cause a security risk to you or to us. Such withdrawals made by you are at your sole risk.

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 877.937.2328 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 Amendment 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:

- 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:

- 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 following everyday debit card transaction scenarios are provided as examples to help illustrate when transactions are authorized and settled to your accounts and how it affects the available balance calculation. These examples are for illustration purposes only. Members are encouraged to contact Community Financial if they have questions about how specific transactions may affect their available account balances and related overdraft fees.

EXAMPLE 1 [Authorized positive/Settlement negative]

Description	Transaction	Available Balance	Ledger/Actual Balance
<u>Day 1</u>			
Opening Balance		\$100	\$100
Signature-based (non-PIN) debit transaction - authorized	(\$80)	\$20	\$100
<u>Day 2</u>			
Check - Posted	(\$40)	(\$20)	\$60
Overdraft Fee	(\$25)	(\$45)	\$35
<u>Day 3</u>			
Signature-based (non-PIN) debit transaction - settled	(\$80)	(\$45)	(\$45)

In Example 1, a member made an \$80 purchase on Day 1 with a debit card. The available balance was greater than the transaction amount of \$80, so there was a positive available balance amount after authorization. Therefore, there was no overdraft fee associated with that transaction when it was authorized on Day 1.

On Day 2, a \$40 check was debited and it settled to the account causing the available balance to go negative. Since the settling of the check caused the available balance to go negative, an overdraft fee occurred when the check was settled.

On Day 3, when the \$80 debit card transaction made on Day 1 was settled to the account, the available balance was negative. However since the Day 1 authorization occurred at the time when the available balance was positive, no overdraft fee applied to the \$80 transaction despite the negative available balance on Day 3.

EXAMPLE 2 [Authorized negative/Settlement positive]

Description	Transaction	Available Balance	Ledger/Actual Balance
<u>Day 1</u>			
Opening Balance		\$50	\$50
Signature based (non-PIN) debit transaction - authorized	(\$80)	(\$30)	\$50
<u>Day 2</u>			
Cash Deposit	\$200	\$170	\$250
<u>Day 3</u>			
Signature-based (non-PIN) debit transaction - settled	(\$80)	\$170	\$170

In Example 2, a member made an \$80 transaction on Day 1 with a debit card. Since the available balance became negative because the authorization was for more than the available balance amount, there is the possibility that an overdraft fee may occur if the available balance was not positive in an amount enough to cover the \$80 debit card transaction when it settled on Day 3.

On Day 2, the member made a cash deposit that brought the available account balance above the Day 1 authorization amount of \$80.

On Day 3, the \$80 transaction was settled to the member's available account balance. However, no overdraft fee occurred because the available balance in the account when the Day 1 debit card transaction was settled on Day 3 was greater than \$80.

EXAMPLE 3 [Authorized negative/Settlement negative]

Description	Transaction	Available Balance	Ledger/Actual Balance
<u>Day 1</u>			
Opening Balance		\$50	\$50
Signature based (non-PIN) debit transaction - authorized	(\$80)	(\$30)	\$50
<u>Day 2</u>			
Check - Posted	(\$40)	(\$70)	\$10
Overdraft Fee	(\$25)	(\$95)	(\$15)
<u>Day 3</u>			
Signature-based (non-PIN) debit transaction – settled	(\$80)	(\$95)	(\$95)
Overdraft Fee	(\$25)	(\$120)	(\$120)

In Example 3, a member made an \$80 transaction on Day 1 with a debit card. Since the available account balance became negative because the authorization was for more than the available balance amount, there was the possibility that an overdraft fee may occur if the available balance was not enough to cover the authorization amount prior to when the \$80 debit card transaction settled on Day 3.

On Day 2, a \$40 check settled to the account that brought the available balance more negative. Since the check settled when the account was negative, an overdraft fee occurred.

On Day 3, the \$80 transaction settled to the member's account. At the time of settlement, the available balance was negative. Since the available balance was negative when the \$80 debit card transaction was both authorized and settled, an overdraft fee occurred on Day 3 at the time of the debit card settlement.

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 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 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 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. In the instance where your available balance was insufficient to cover a merchant's authorization request at the time of authorization without causing the account to have a negative balance, and we choose to authorize the transaction using Courtesy Pay, we will charge a Courtesy Pay Fee on that transaction when it posts if the available balance in the account at the time of posting is insufficient to cover the authorized amount.

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 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 an 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. However, checks received on the same day and in the same batch are paid based on check number order;
- 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. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your regular savings. 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 877.937.2328; (2) visit any branch and speak with a Representative; or (3) mail a request to Community Financial, 500 South Harvey St., Plymouth, MI 48170.

Overdrafts paid pursuant to the Overdraft Transfer Service are subject to a per-item 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 **both** an Overdraft Transfer Fee **and** 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 877.937.2328; (2) visit any branch and speak with a Representative; or (3) mail notice of your decision to decline the Overdraft Transfer Service to Community Financial, 500 South Harvey St., Plymouth, MI 48170. 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 877.937.2328; (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 Community Financial, 500 South Harvey St., Plymouth, MI 48170.

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:

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your savings account does not have a positive balance;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You use the Service to pay items written to check cashing agencies;
- You have an unresolved prior loss with us; or
- We believe you are not managing your checking account in a responsible manner which may harm you or 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, reason or cause.

6. Notification. If you qualify for Courtesy Pay, we will notify you that Courtesy Pay has been added to your account. 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 877.937.2328, or write to us at Community Financial, 500 South Harvey St., Plymouth, MI 48170, 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 877.937.2328 OR VISIT ANY BRANCH.

DISPUTES

If we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute between the signers, beneficiaries, payees, or other persons concerning their rights to the Account, or if we are otherwise uncertain as to who is entitled to the Account funds, we may notify all signers, beneficiaries, payees or other persons claiming an interest in the account of the dispute or uncertainty; and we make take one or more of the following actions: Continue to rely on current account documents; freeze all or part of the funds until the dispute is resolved to the Credit Union's satisfaction; honor a claim upon receipt of evidence we deem satisfactory supporting the claim; close the Account and send a check for the Account balance, payable to you or to each claimant; pay the funds to an appropriate court for resolution; or refuse to disburse Account funds to any person until all persons claiming an interest in the Account consent in writing to a resolution of the dispute, or an appropriate court authorizes or directs the payment, or the person with a conflicting claim withdraws the claim in writing. You agree that you are liable for and we may charge your Account for all expenses and fees we incur relating to the dispute, including attorneys' fees.

LEGAL CLAIMS

The Credit Union may restrict your use of your Account if it is subject to any legal proceedings such as a tax levy, garnishment, citation to discover assets, attachment, bankruptcy proceeding or injunction. The Credit Union may assess a fee against any Account subject to legal proceedings. You agree to pay our costs, expenses and reasonable attorneys' fees, including the costs of any attorney employed by us, if the Credit Union must appear in, or respond to, any legal proceedings involving your Account. You agree to indemnify the Credit Union from any legal claim involving your Account if we followed your instructions or acted properly in handling your Account. We reserve the right not to pay dividends on amounts subject to garnishment, levy or other legal process.

STOP PAYMENTS

If you do not want us to pay a check or ACH payment order drawn on your Account, you may make a stop payment order directing us not to pay the item, whether you signed the item or not, if you have an equal or greater right to withdraw from the Account than the person who signed the item. You may notify us orally or in writing provided that you allow us a reasonable amount of time to act on the stop payment order. The stop payment order must identify the Account number, date, payee, amount and number of the check. You must confirm an oral stop payment order in writing within 14 days or we may not continue to honor the stop payment order. A stop payment on a check is effective for six months. A stop payment order on a check may be renewed for additional six-month periods by notifying the Credit Union in writing within a period during which the stop payment order is effective. You may request either a one-time ACH stop payment or a permanent ACH stop payment for reoccurring entries. A one-time stop payment remains effective either until the payment has been presented and returned or the person who initiated the stop payment order cancels it by submitting a written stop payment release order, whichever occurs earlier. A permanent ACH stop payment order for reoccurring entries remains effective for an indefinite period or until the person who initiated the stop payment order cancels it by submitting a written stop payment release order. The Credit Union may charge you for each stop payment order. The person who initiated the stop payment order may cancel it at any time by making a request in writing. Limitations on our obligation to stop payment are provided by law.

REPLACEMENT OF CASHIER'S CHECKS

If a cashier's check is lost, stolen or destroyed and you request its replacement, the Credit Union is not obligated to pay the amount of the check until you provide us with appropriate documentation, and after the end of a 90-day waiting period. Claims must be made in a form that is satisfactory to the Credit Union. The Credit Union may charge you for placing a stop payment order on the original check.

TELEPHONE TRANSFERS

Telephone transfers of funds from one Account to another Account may be made by the same persons, and are subject to the same terms, conditions, and fees, generally applicable to written withdrawals.

AUTOMATED CLEARING HOUSE ("ACH") AND WIRE TRANSFERS

This Agreement is subject to federal regulation and Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of Michigan. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. The Credit Union will not be liable to make any refund to you for canceled requests until after the Credit Union receives the returned funds. The Credit Union has no influence or responsibility for fees or surcharges imposed by other financial institutions involved in the transfer of the funds. You agree to be bound by National Automated Clearing House Association rules. These rules provide, among other things that payments made to you or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive final settlement, we are entitled to a refund from you in the amount credited to your Account, and the party originating such payment will not be considered to have paid the amount

so credited. If we receive a credit to an Account you have with us by wire or ACH, we will provide you with notification of receipt as part of your periodic statement.

STATEMENTS AND NOTICES

The Credit Union will send you periodic (monthly, quarterly, and or annual) Account statements. We will also send you Account notifications. It is important that you notify us of your address changes, if any. We may stop sending you statements and notices if your statements or notices are returned by the post office.

If you so choose, your statements and notices may be sent via our electronic eStatement Service. A valid email address is required. You are responsible for providing your current email address and any subsequent changes to your email address to the Credit Union.

You will not receive any original check or item after it is paid. A copy of a check or copy of a substitute check, or image will be available to you as required by law. There may be a fee to obtain a copy of a check or substitute check.

You should notify the Credit Union of any errors or irregularities in your Account transactions within 30 days from the time we mail your statement to you. If you do not notify us within this 30 day period of any forgeries, unauthorized signatures, alterations or errors (other than electronic fund transfers as defined in the Electronic Fund Transfers Disclosure), you waive all claims that you may have against the Credit Union regarding these problems, regardless of whether we used ordinary care.

RELEASE OF INFORMATION

You can obtain information about your account at a Credit Union office, by telephone, by mail and through online banking. We believe that we have adopted reasonable security measures, but cannot ensure against unauthorized inquiries or intrusions. You agree that we are not responsible for the release of information to anyone who has gained possession of your ATM Card, Debit MasterCard, or other code or access device or who has learned your identifying characteristics such as personal identification number, account number or social security number, even if you have not authorized them to obtain the information.

We may disclose information to third parties about you or your Account in accordance with Community Financial's Privacy Notice, or if you give us your written permission to do so.

DORMANT ACCOUNTS

The Credit Union considers Accounts, except share certificates and retirement Accounts, dormant two years after the last deposit, withdrawal or non-automated transfer to or from the Account. Dormant Accounts remain subject to the conditions contained in this Agreement. An inactive account fee will be assessed against dormant Accounts.

ABANDONED PROPERTY

The Credit Union is required under state law to turn over all property presumed to be abandoned, to the state of the last known residency of the Accountholder. In Michigan, your Account will be presumed abandoned after five years unless you make a deposit to or withdrawal from your Account, write a letter to the Credit Union regarding your Account, or sign a Credit Union form indicating your interest in your Account. Share certificates are presumed abandoned in accordance with state law. Individual Retirement Accounts (IRAs) are generally not presumed abandoned earlier than five years after the Accountholder reaches the age when distributions are required.

RIGHT TO REPAYMENT OF INDEBTEDNESS

If you owe the Credit Union money, and when permitted by law, we may offset funds from any Account in which you have an interest to pay the debt, including dividends on the Account. The Credit Union may charge or offset the entire amount of all debts owed to us now or in the future, fees (including reasonable attorneys' fees, which may include the cost of any attorney employed by us), costs or expenses owed to us by an Accountholder against all of the funds in any Account in which the Accountholder has an interest. We may apply funds in any order to pay off your indebtedness.

Our contract rights or rights under a statutory lien do not apply to this Account if: (a) it is an individual retirement account or other tax deferred retirement account; or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or (c) the debtor's right of withdrawal arises only in a representative capacity. By not enforcing a lien, we do not waive our right to enforce it later.

We will not be liable for the dishonor of any check or withdrawal 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. We will notify you if we have exercised our right to repayment.

GOVERNING LAW

This Agreement and your and our rights and obligations under this Agreement, are governed by federal law and the laws of the State of Michigan. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs.

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.

INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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 \$10,000, 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.

AMENDMENTS, NOTICES AND TERMINATION

We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. When we change this Agreement, you may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes. When we change this Agreement, the then current version of this Agreement supersedes all prior versions and governs your Account.

Notice to you is deemed effective when posted in our lobbies or mailed to your most recent address as listed in our records. You must keep us informed of your current name and address at all times. Notice to the Credit Union is effective when we receive it. Notice to or from any one joint Accountholder is effective to or from all Accountholders.

We may close the Account if your membership in the Credit Union terminates, or by tendering the Account balance in person or by mail. Your rights to services may be suspended by the Credit Union if you violate these terms and conditions. If at any time we believe that your Account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, at our discretion, freeze the funds in any of your Accounts, limit Account services, and/or close one or more of your Accounts and/or related cards used to access your Account. If we decide to close your Account, we may, at our discretion, either accept or return deposits, checks or other items that we receive without being liable to you. Closed accounts remain subject to the conditions contained in 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, cross-claims, 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:

**Community Financial Credit Union
Attention: Counsel – Legal Affairs/Compliance
500 S. Harvey St., Plymouth MI 48170**

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
1-800-778-7879 (toll-free)
www.adr.org

JAMS
1-800-352-5267 (toll-free)
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.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This disclosure includes the additional rights and responsibilities that you may have pertaining to electronic fund transfers, and applies only to Accounts established primarily for personal, family, or household purposes. Electronic fund transfers include transfers of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an Account. Examples of electronic fund transfers are automated teller machine ("ATM"), point-of-sale ("POS"), and Debit MasterCard transactions, direct deposits, pre-authorized withdrawals of funds, computer-initiated transactions, electronic check conversion transactions and telephone transfers. A separate agreement governing online banking and bill payment services is provided to members enrolling for those services.

FOR YOUR ACCOUNT SAFETY & SECURITY

It is your responsibility to keep your information current with us. You must inform us of any changes in your address, email address and telephone(s) numbers: home, work and cell. If you have a permanent or temporary change, we ask that you advise us immediately. A signature is required for a permanent or temporary change. Please visit a Community Financial office and advise a financial sales representative, or go online at www.cfcu.org to print a Member Address Change Request form. If you are planning to temporarily relocate to a different address over the winter months, we will ask you to provide the alternate address, and a Start Date and Stop Date. If you relocate every year, you must request an alternate address each year. If you are going to be out of the country, please notify us by visiting a Community Financial office or calling (877) 937-2328, or by emailing cumail@cfcu.org.

ACCOUNT ACCESS

You must maintain a minimum Account balance of \$5 in at least one Account as a condition of using an access device (card and/or identification code) to accomplish a transfer. Also, some of the electronic fund transfers listed below may not apply to your Account. All transactions are subject to receipt, verification and collection by the Credit Union.

ATM TRANSACTIONS

You may use your Community Financial ATM or Debit MasterCard at any Community Financial ATM, as well as at ATMs that are linked to networks in which the Credit Union participates.

You may access your designated Accounts by ATM using your ATM/Debit MasterCard and personal identification number ("PIN") to:

- Make deposits to checking or savings Accounts.
- Withdraw cash from checking or savings Accounts. If you have sufficient available funds, you may withdraw no more than \$500 per day, unless another amount has been agreed to by the Credit Union.
- Transfer available funds between your savings to checking Accounts.
- Transfer available funds from a line of credit to checking or savings Accounts.
- Make payments from checking or savings Accounts on designated Credit Union loans.
- Obtain information about the Account balance of your checking or savings Accounts.

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

ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES

You may authorize a third party to initiate electronic fund transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House ("ACH") or other payment networks.

Your authorization to the third party to make these transfers may occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transactions will require you to provide the third party with your Account number and Credit Union information. This information can be found on your checks. You should only provide your Credit Union and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include:

- Pre-authorized credits – You may make arrangements for certain direct deposits to be accepted into your checking or savings Accounts.
- Pre-authorized payments – You may make arrangements to pay certain recurring bills from your checking or savings Accounts.
- Electronic check conversion – You may provide your check to a merchant or service provider who will scan the check for the encoded Credit Union and Account information. The merchant or service provider will then use this information to convert the transaction into an electronic fund transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.
- Electronic check conversion by the Credit Union – When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back. A check or electronic entry may be represented if returned unpaid.
- Electronic returned check charge – The Credit Union and some merchants or service providers may initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient available funds.

DIRECT DIAL 24 TELEPHONE TRANSFERS AND WEBPB INTERNET TRANSFERS

You may access your Account by telephone 24 hours a day at (734) 453-4560 or (800) 455-2328 using your PIN, a touch tone phone, and your Account numbers, or through the Internet 24 hours a day at www.cfcu.org using your PIN and your Account numbers, to:

- Transfer available funds between checking and savings;
- Transfer available funds from savings to savings;
- Transfer available funds from a line of credit to checking or savings;
- Make payments from checking or savings to loan Accounts with us; or
- Obtain information about;
 - Your checking or savings Account balances;
 - Deposits to checking or savings Accounts;
 - Withdrawals from your checking or savings Accounts; or
 - Checks that have cleared.

POINT-OF-SALE TRANSACTIONS

You may use your Community Financial Debit MasterCard at places that have agreed to accept MasterCard to access your checking Accounts to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits.

LIMITATIONS ON FREQUENCY OF TRANSFERS

No more than six pre-authorized, automatic or telephone transfers or withdrawals are permitted from your savings and money market Account per statement cycle to the extent that these services are available for your Account. A charge may be assessed for each check (including electronic check conversion transactions) or draft that exceeds these limitations in accordance with our fee schedule. The Credit Union may close your Account if you continue to exceed these limitations.

For security reasons, there may be other limits on transfers you can make using your Community Financial ATM or Debit MasterCard, including POS transactions.

LIMITATIONS ON DOLLAR AMOUNT OF TRANSFERS

The amount you may withdraw from an ATM and the amount of goods and services that you can purchase through POS transactions each day when you use your ATM or Debit MasterCard and/or code is stated on the information you receive with your card, when applying for the card, or on other written correspondence that you receive from the Credit Union. In all cases, the amount of withdrawals and purchases is limited by the amount of available funds in your Account and any applicable overdraft arrangements. You also have the option to limit the amount of cash that can be withdrawn by your ATM card and/or code to \$50 per day or some other amount acceptable to us.

CHARGES FOR TRANSFERS

Please refer to our separate fee schedule for a listing of fees.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator, any network used, or Community Financial including, but not limited to, a fee for a balance inquiry, even if you do not complete a fund transfer. We will charge you to replace a Community Financial ATM or Debit MasterCard as indicated in our fee schedule. We will also charge you for transaction adjustments when you enter an incorrect amount for a deposit made at any ATM.

RECEIPTS AND STATEMENTS

ATM and POS Transactions

You can get a receipt at the time you make a transfer to or from your Account using an ATM or a POS terminal.

Pre-Authorized Credits

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at (734) 453-4560 or (800) 455-2328 to find out whether or not the deposit has been made. If you have arranged to have direct deposits, you will get a monthly statement from us.

Periodic Statements

Under National Automated Clearing House Association (NACHA) operating rules, which are applicable to all ACH transactions involving your account, we are not required to and will not give next day notice to you of the receipt of an ACH item. We will continue to notify you of the receipt of payments in your periodic statement. You will get a monthly Account statement from us for your checking Accounts and for savings Accounts if there are electronic fund transfers during the month. In any case you will get savings Account statements at least quarterly.

Notice for Varying Debit Amounts

If regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

PRE-AUTHORIZED TRANSACTION STOP PAYMENTS

Right to Stop Payment and Procedure

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call or write us at the telephone number or address shown in the "Credit Union Contact" section of this disclosure, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Fee for Stop Payment Orders

We will charge you for each stop payment order you give as indicated in our separate fee schedule.

Liability for Failure to Stop Payment of Pre-Authorized Transfers

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

LOST OR STOLEN CARDS AND UNAUTHORIZED TRANSFERS

Consumer Liability and Contact in Event of Unauthorized Transfer

Contact us IMMEDIATELY at the telephone number listed in the "Credit Union Contact" section of this disclosure if you believe your Community Financial ATM and/or Debit MasterCard and/or code is lost or stolen, or that someone has transferred or may transfer money from your Account without your permission. Telephoning is the best way of keeping your possible losses down.

If you do not notify the Credit Union of a lost or stolen card and/or code or unauthorized transfer immediately, you could lose all of the money in your⁵ Accounts, plus your maximum overdraft line. If you believe that your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient available funds in your Account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line, if you have an overdraft line;
- If the ATM where you are making the transfer does not have enough cash;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions that we have taken; or
- There may be other exceptions stated in our agreement with you.

BUSINESS DAYS

The Credit Union's business days are every day except Saturdays, Sundays and federal holidays and the days we are closed.

REGULATORY AUTHORITY

This Agreement and the electronic fund transfers described in it are governed by state and federal law. If you believe that a provision of the Michigan Electronic Funds Transfer Act or federal law has been violated, you may address your complaint to the National Credit Union Administration, 9 Washington Square, Washington Avenue Extension, Albany, NY 12205, and Office of Financial and Insurance Services, Division of Financial Institutions, P.O. Box 30224, Lansing, MI 48909.

ERROR RESOLUTION NOTICE

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

(1) Tell us your name and Account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new Account) after we hear from you and will correct any 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 provisionally 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 prior to the opening of this Account, each of you already has an established Account with us that has been open for more than 30 days.

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 and you will be required to repay the amount that was provisionally credited to your Account. You may ask for copies of the documents that we used in our investigation.

CREDIT UNION CONTACT

COMMUNITY FINANCIAL
500 S. HARVEY STREET, P.O. BOX 8050
PLYMOUTH, MI 48170-8050
Business Days: Monday through Friday, excluding federal holidays
Phone: (734) 453-1200 or (877) 937-2328

Report Lost or Stolen Cards or Fraud on Your Debit MasterCard

During Business Hours: (734) 453-1200 or (877) 937-2328
After Hours: (800) 543-5073

CHOICE OF LAW

We may accept on your behalf payments to your account which have been transmitted through one or more automated clearing houses and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan as provided by the NACHA operating rules.

FUNDS AVAILABILITY

Our policy is to delay the availability of funds from your deposits. The length of the delay will vary depending on the type of deposit that you make as explained below. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written or other debits to your Account.

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

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on Saturday, or after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below. If you make a deposit at an ATM owned and operated by Community Financial before 11:30 p.m. Monday through Friday on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 11:30 p.m. Monday through Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Any deposit you make through the mail will be considered deposited on the business day that the deposit is received by the Credit Union. Any deposit you make to a night depository will be considered deposited on the business day the deposit is removed from the night depository.

DEPOSITS AT AUTOMATED TELLER MACHINES

Accounts less than six months old will have no immediate cash availability from any deposit with the exception of our President's and Sterling Club members (cash deposits will be made available the next business day). President's and Sterling Club members and members with Accounts that are more than six months old will have a \$500 immediate availability from any deposit, up to the first \$500 deposited each business day. All check deposits made at a proprietary ATM (one that is owned and operated by Community Financial) are subject to Community Financial's Funds Availability Policy. All deposits made at a non-proprietary ATM will have a five business day hold, regardless of cash or check. All ATMs that we own or operate are identified as our machines.

SAME-DAY AVAILABILITY

Funds from the following deposits will be available on the day we receive your deposit:

- Electronic direct deposits,
- U.S. Treasury checks that are payable to you,
- Wire transfers, or
- Checks drawn on Community Financial

If you make a deposit in person to one of our employees, funds from the following deposits are also available on the day we receive your deposit:

- Cash,
- State and local government checks that are payable to you, or
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees, for example, if you mail the deposit, funds from these deposits will be available on the second business day after the day of your deposit.

LOCAL CHECK DEPOSITS

Our policy is to generally make funds from local checks, i.e., checks drawn on U.S. financial institutions, available as follows.

To determine whether a check is a local check, contact a Community Financial representative. You will need to provide the routing number on the check.

Some checks are marked "payable through" and have a four or nine-digit number nearby. For these checks, you will need the four-digit number (or the first four digits of the nine-digit number), not the routing number, on the bottom of the check, to determine if these are local checks.

Local Checks: The first \$200 (Note: As of July 1, 2020, this amount is \$225.00) from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$200 (Note: As of July 1, 2020, this amount is \$225.00) of the deposit is available on Tuesday. The remaining \$500 (Note: As of July 1, 2020, this amount is \$475.00) is available on Wednesday.

If we cash a check for you or accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in an Account with us. The funds in the 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.

Personal Check

	2 0
Pay to the order of _____	\$ _____
	dollars
(Financial institution name and location) _____	
123456789	0000000000 000

Routing Number

Business Check

	20
Pay to the order of _____	\$ _____
	dollars
(Financial institution name and location) _____	
00000000 0	123456789 0000000000 000

Routing Number

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,000 (Note: As of July 1, 2020 this amount is \$5,525.00) on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your Account repeatedly in the last six months; or
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. Funds you deposit by check may also be delayed for a longer period for deposits made to a time/savings account.

Funds from foreign checks, i.e., checks drawn on financial institutions outside of the United States, are not covered by this Policy, are subject to the clearing rules of the country in which they are drawn, and may be delayed for longer periods. In some cases, the funds from foreign checks may not be available to you until receipt of the funds by the Credit Union.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your Account is open. Funds from electronic direct deposits into your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 (Note: As of July 1, 2020, this amount is \$5,525.00) of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 (Note: As of July 1, 2020, this amount is \$5,525.00) will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 (Note: As of July 1, 2020, this amount is \$5,525.00) will not be available until the second business day after the day of your deposit. Funds from deposits of local checks will be available on the seventh business day after the day of your deposit.

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits financial institutions to replace original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to the lesser of the amount of your check and fees charged as a result of the withdrawal or \$2,500.00 of your refund (plus dividends if your account earns dividends) within ten business days after we received your claim, and the remainder of your refund (plus dividends if your account earns dividends) no later than 45 calendar days after we received your claim.

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

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (734) 453-1200 or (877) 937-2328 toll free, and/or cumail@cfcu.org. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. We may require that you provide your claim in writing.

Your claim must include –

- A description of why you have suffered a loss (e.g., 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 account on which the check was drawn, the check number, the date of the check, the name of the person to whom you wrote the check, and the amount of the check.

TRUTH IN SAVINGS

COMMON FEATURES

For Dividend-Bearing Accounts

- Transaction limitation - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from a dividend-bearing Account other than a time deposit, or from any other savings Account as defined by Federal Reserve Regulation D.
- Dividend period - The dividend period is monthly, unless otherwise indicated. For example, the beginning date of the dividend period of the calendar year is January 1, and the ending date of the dividend period is January 31. All monthly dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.
- Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your Account.
- Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the Account each day.
- Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Fees

Please refer to our separate fee schedule for a listing of fees. The Credit Union may amend the fee schedule that applies to your Account from time to time. Check printing fees depend on the style and quantity of checks ordered. Additional information regarding fees is included below.

You agree to pay all fees applicable to your Account and authorize the Credit Union to deduct these charges from any of your Accounts. The Credit Union reserves the right to waive fees at our discretion.

BASIC SAVINGS ACCOUNT

Compounding and Crediting

Dividends will be compounded every month. Dividends will be credited to your Account every month.

Minimum Balance Requirements

The minimum balance required to open this Account is \$5. You will not earn dividends for any day your ending balance is less than \$100. You must maintain a minimum daily balance of \$100 in your Account each day to obtain the disclosed annual percentage yield.

Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer, computer transfer, or telephonic order of instruction. Withdrawals in excess of the limitations will not be processed.

Fees and Charges

A maintenance fee will be charged each month. This fee will be waived if you have an average aggregate \$100 balance for that month in any savings Account (excluding certificates).

SUPER SAVER ACCOUNT

Compounding and Crediting

Dividends will be compounded every day. Dividends will be credited to your Account every month.

Minimum Balance Requirements

The minimum balance required to open this Account is \$1,000. You will not earn dividends for any day your ending balance is less than \$1,000. You must maintain a minimum daily balance of \$1,000 in your Account to avoid a maintenance fee. If, during any month, your Account falls below the required minimum daily balance, your Account will be subject to a maintenance fee for that month. You must maintain a minimum daily balance of \$1,000 in your Account each day to obtain the disclosed annual percentage yield.

Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer, computer transfer, or telephonic order of instruction. Withdrawals in excess of the limitations will not be processed.

GOAL-SETTER SAVINGS ACCOUNT

Compounding and Crediting

Dividends will be compounded every day. Dividends will be credited to your Account every month. If the automatic monthly deposit is not made during any calendar month, the Account will not earn dividends for that month.

Minimum Balance Requirements

The minimum balance to open this account is \$5.00. Member may choose a Goal-Setter savings term of 24 or 60 months.

Transaction Limits

Automatic monthly deposits equal to 1/24th or 1/60th of the Account savings goal are required for this account. Additional deposits are allowed at any time. Withdrawals are not allowed from this account. The entire balance, principal plus dividends earned, may be withdrawn at term end. At the end of the savings term (24 or 60 months) dividends are no longer earned and it's recommended that funds be transferred to an alternate savings product.

Fees and Charges

There are no minimum balance fees or other fees associated with this account.

Early withdrawal penalties

A penalty may be imposed for withdrawals taken before the end of term. 24-Month: You will forfeit the last 90 days of dividends. 60-Month: You will forfeit the last 180 days of dividends.

IRA GOAL-SETTER SAVINGS ACCOUNT

Compounding and Crediting

Dividends will be compounded every day. Dividends will be credited to your Account every month. If the automatic monthly deposit is not made during any calendar month, the Account will not earn dividends for that month.

Minimum Balance Requirements

The minimum balance to open this account is \$5.00. Member may choose a Goal-Setter savings term of 24 or 60 months.

Transaction Limits

Automatic monthly deposits equal to 1/24th or 1/60th of the Account savings goal are required for this account. Additional deposits are allowed at any time. Withdrawals are not allowed from this account. The entire balance, principal plus dividends earned, may be withdrawn at term end. At the end of the savings term (24 or 60 months) dividends are no longer earned and it's recommended that funds be transferred to an alternate savings product.

Fees and Charges

There are no minimum balance fees or other fees associated with this account.

Early withdrawal penalties

A penalty may be imposed for withdrawals taken before the end of term. 24-Month: You will forfeit the last 90 days of dividends. 60-Month: You will forfeit the last 180 days of dividends. Additional withdrawal penalties may apply based on IRS rules.

ROTH IRA GOAL-SETTER SAVINGS ACCOUNT

Compounding and Crediting

Dividends will be compounded every day. Dividends will be credited to your Account every month. If the automatic monthly deposit is not made during any calendar month, the Account will not earn dividends for that month.

Minimum Balance Requirements

The minimum balance to open this account is \$5.00. Member may choose a Goal-Setter savings term of 24 or 60 months.

Transaction Limits

Automatic monthly deposits equal to 1/24th or 1/60th of the Account savings goal are required for this account. Additional deposits are allowed at any time. Withdrawals are not allowed from this account. The entire balance, principal plus dividends earned, may be withdrawn at term end. At the end of the savings term (24 or 60 months) dividends are no longer earned and it's recommended that funds be transferred to an alternate savings product.

Fees and Charges

There are no minimum balance fees or other fees associated with this account.

Early withdrawal penalties

A penalty may be imposed for withdrawals taken before the end of term. 24-Month: You will forfeit the last 90 days of dividends. 60-Month: You will forfeit the last 180 days of dividends. Additional withdrawal penalties may apply based on IRS rules.

FREE CHECKING ACCOUNT

Minimum Balance Requirements

The minimum balance required to open this Account is \$5. There is no minimum daily balance required. There are no monthly maintenance fees or excess check fees.

Transaction Limitations

Overdraft protection from other deposit Accounts is not available on this Account.

FRESH START CHECKING

Compounding and Crediting

This is a non-dividend earning account.

Minimum Balance Requirements

The minimum balance required to open this account is \$5.00. There is no minimum daily balance required. There are no monthly maintenance fees or excess check fees.

Transaction Limitations

The following services are disabled within this Account: FI to FI transfers, Remote Deposit Capture, ACH Origination Services and deposits via Automated Teller Machines (ATMs). This Account is not eligible for Courtesy Pay or Debit Card.

PREMIER CHECKING

Compounding and Crediting

Dividends will be compounded daily. Dividends will be credited to your account every month.

Minimum Balance Requirements

The minimum balance required to open this Account is \$5.

Transaction Limitations

No maximum transaction limitations apply to this Account. Minimum transaction requirements to qualify for this Account are listed below.

Account Details and Requirements

This Account has two tiered variable rates. If the Account requirements provided in this section are not met from the first day of the month through the end of the business day on the last day of the month, no dividends will be earned on the balance in the account for that monthly statement cycle. If the Account requirements provided here are met between the first day of month through the end of the business day on the last day of the month, then the eligible dividend rate(s) will apply only to the portion of the account balance that is within the dividend rate tier. For the current dividend rates and annual percentage yields (APYs) associated with this Account, refer to the rate sheet accompanying this disclosure.

This Account is not offered for business or commercial accounts.

To be eligible for either of the tiered variable rates provided by this Account, You must perform all of the following requirements:

- Enroll and maintain enrollment in monthly eStatements for this Account,
- Use mobile banking or eBanking at least once during each calendar month,
- Establish and maintain direct deposit of your payroll into this Account, and
- Have a minimum of 15 Community Financial Credit Union debit card or credit card transactions, excluding ATM transactions, from this Account per month.
 - Debit card and credit card transactions must post and settle to your Account from the first day of the month through the end of the business day on the last day of the month. Transactions can take one or more business days from the date of the transaction to post to your Account. Transactions that have not posted, even if they are pending, to your Account by the end of the business day on the last day of the month will not be counted as a transaction for that cycle.

MONEY MARKET, ASSET MANAGEMENT, PRESTIGE ASSET MANAGEMENT, SELECT MONEY MARKET, PREMIER MONEY MARKET, AND PREMIER PLUS MONEY MARKET ACCOUNTS

Compounding and Crediting

Dividends will be compounded every day. Dividends will be credited to your Account every month.

Minimum Balance Requirements

The minimum balances required to open and maintain these Accounts are shown below. You will not earn dividends for any day your ending balance is less than the amount listed below. You must maintain the stated minimum daily balance in your Account each day to obtain the disclosed annual percentage yield. If your balance drops below the minimum balance requirement, your Account will be subject to closure by the Credit Union. We reserve the right to restrict any or all withdrawals which bring your Account below the stated minimum balance.

Money Market Account: \$5,000

Asset Management Account: \$20,000

Prestige Asset Management Account: \$50,000

Select Money Market Account: \$100,000

Premier Money Market Account: \$250,000

Premier Plus Money Market Account: \$1,000,000

Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer, computer transfer, or telephonic order or instruction. Withdrawals in excess of the limitations will not be processed.

HEALTH SAVINGS ACCOUNT**Compounding and Crediting**

Dividends will be compounded every month. Dividends will be credited to your Account every month.

Minimum Balance Requirements

The minimum balance required to open this Account is \$5.

IRA SAVINGS ACCOUNT**Compounding and Crediting**

Dividends will be compounded every day. Dividends will be credited to your Account every month.

Minimum Balance Requirements

The minimum balance required to open this Account is \$5. You must maintain a minimum daily balance of \$100 in your Account to avoid a maintenance fee. If, during any month, your Account balance falls below the required minimum daily balance, your Account will be subject to a maintenance fee for that month.

Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer, computer transfer, or telephonic order or instruction. Withdrawals in excess of the limitations will not be processed. Withdrawal penalties may apply based on IRS rules.

HOLIDAY CLUB ACCOUNT**Compounding and Crediting**

Dividends will be compounded every month. Dividends will be credited to your Account every month.

Minimum Balance Requirements

The minimum balance required to open this Account is \$5.

Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer, computer transfer, or telephonic order or instruction. Withdrawals in excess of the limitations will not be processed.

YOUTH SAVINGS ACCOUNT (For Members Under 24)**Compounding and Crediting**

Dividends will be compounded every month. Dividends will be credited to your Account every month.

Minimum Balance Requirements

The minimum balance required to open this Account is \$5.

Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another credit union Account of yours or to a third party by means of a pre-authorized or automatic transfer, computer transfer, or telephonic order or instruction. Withdrawals in excess of the limitations will not be processed.

Fees and Charges

Basic savings account fees will apply upon conversion to a basic savings Account at the age of 24. A parent or guardian signer on a Youth Account may not utilize the Account to avoid fees or charges or obtain such benefits.

_____ TERM SHARE CERTIFICATE**_____ TERM HEALTH SAVINGS CERTIFICATE**

Share Certificates are offered with terms of 90 days to 5 years.

Minimum Balance Requirements

The minimum balance required to open and maintain this Account is \$1,000. The minimum balance required to open and maintain as a designated IRA is \$500. The minimum balance required to open and maintain as a designated Youth Share Certificate is \$100.

Rate Information

The dividend rate on your certificate is ~ _____ % with an annual percentage yield of _____ %. You will be paid this rate until first maturity.

Compounding Frequency

For terms of 90 days or less, dividends will not be compounded. For terms over 90 days, unless otherwise paid, dividends will be compounded every quarter.

Crediting Frequency

For terms of 90 days or less, dividends are payable on the maturity date by credit to your Account unless we agree to pay them in another manner. For terms over 90 days, dividends will be credited to your Account every quarter. Alternatively, you may choose to have dividends paid to you or to another Account monthly rather than credited to this Account.

Dividend Period

For Accounts with terms of 90 days or less, the dividend period is the same as the term, beginning on the date the Account is opened, and ending on the stated maturity date. For Accounts with terms over 90 days, the dividend period is quarterly. However, if you choose to have dividends paid out to you or to another Account each month, the dividend period is monthly.

Daily Balance Computation Method

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

Transaction Limitations

After the Account is opened, you may not make additions into the Account until the maturity date stated on the Account. You may make withdrawals of principal from your Account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

Time Requirements

Your certificate will mature on _____.

Early withdrawal penalties

A penalty on the principal amount withdrawn may be imposed for withdrawals taken before maturity. If your certificate has a term of 182 days or less, you will forfeit 90 days of dividends, whether the dividend is earned or unearned. If your certificate has a term of 183 days or more, you will forfeit 180 days of

dividends, whether the dividend is earned or unearned. There are certain circumstances such as death or incompetence of an owner where we may waive or reduce this penalty.

Withdrawal of Dividends Prior to Maturity

The annual percentage yield is based on an assumption that dividends will remain in the Account until maturity. A withdrawal will reduce earnings.

Automatically Renewable Account

This Account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the Account at maturity (or within the grace period mentioned below) or, we receive written notice from you within the grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new certificates on the maturity date which have the same term, minimum balance, if any, and other features as the original certificate. You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

YOUR ACCOUNT

These are the Accounts you have opened or inquired about. Further details about these Accounts are in this Agreement. The dividend rate and annual percentage yield are for the current dividend period. At the Credit Union's discretion, we may change the dividend rate and annual percentage yield on your Account at any time.

BASIC SAVINGS ACCOUNT

With a minimum daily balance of \$100, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

SUPER SAVER ACCOUNT

With a minimum daily balance of \$1,000, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

GOAL-SETTER SAVINGS ACCOUNT

The prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.
Savings goal \$ _____ by _____ ("savings term end").

IRA GOAL-SETTER SAVINGS ACCOUNT

The prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.
Savings goal \$ _____ by _____ ("savings term end").

ROTH IRA GOAL-SETTER SAVINGS ACCOUNT

The prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.
Savings goal \$ _____ by _____ ("savings term end").

FREE CHECKING ACCOUNT

FRESH START CHECKING

PREMIER CHECKING

A prospective dividend rate of _____% will be paid only on the portion of your daily balance that is \$.01 - \$7,500 with a prospective annual percentage yield of _____%.

A prospective dividend rate of _____% will be paid only on the portion of your daily balance that is \$7,500.01 or more with a prospective annual percentage yield of _____%. Actual annual percentage yield will depend on the balance in the Account for the dividend period.

To be eligible for the variable rate(s) provided by this Account, you must perform the requirements stated in the Premier Checking Account Details and Requirements section of this disclosure.

MONEY MARKET ACCOUNT

With a minimum daily balance of \$5,000, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

ASSET MANAGEMENT ACCOUNT

With a minimum daily balance of \$20,000, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

PRESTIGE ASSET MANAGEMENT ACCOUNT

With a minimum daily balance of \$50,000, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

SELECT MONEY MARKET ACCOUNT

With a minimum daily balance of \$100,000, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

PREMIER MONEY MARKET ACCOUNT

With a minimum daily balance of \$250,000, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

PREMIER PLUS MONEY MARKET ACCOUNT

With a minimum daily balance of \$1,000,000, the prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

HEALTH SAVINGS ACCOUNT

The prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

IRA SAVINGS ACCOUNT

The prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

HOLIDAY CLUB ACCOUNT

The prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

YOUTH SAVINGS ACCOUNT

The prospective dividend rate on your Account is _____% with a prospective annual percentage yield of _____%.

BONUS

You will be paid \$ _____ or receive _____ as a bonus for the _____ Account opened on _____.
(Description of Item) (Share Type) (Today's Date)

You will receive this bonus on _____.
(Date bonus is or will be provided)

To obtain/earn the bonus:
(Complete as applicable)

You must maintain a minimum _____ balance of \$ _____.
(Daily, average daily, etc.)

Your entire principal must remain on deposit for _____ until _____.
(Time Period) (Date)

Other (describe)

This bonus may be considered as taxable income.



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