

BUSINESS ACCOUNT AGREEMENT

Account Contract Funds Availability Disclosures

MEMBERSHIP AND ACCOUNT CONTRACT - PART 2

1. This is an Agreement Between You and Your Credit Union

a. Contract for Accounts and Services: You understand that Parts 1 and 2 (this agreement and the disclosures that follow) form a legally binding contract that governs your accounts and services at your credit union, and that this agreement (in Part 2) contains the specific terms, responsibilities, and liabilities of membership, account ownership, and related services with us. By applying for membership, opening an account, requesting a service, and signing Part 1 of this contract, you (and any signers on the account with you or signing on your behalf) are agreeing to the terms and responsibilities (and accompanying liabilities) of this contract as explained in this agreement and disclosures (Part 2). It is the essential purpose of this contract to fairly apportion the responsibilities and liabilities of membership, account ownership, and services used by each member between that member and the credit union, which in turn enables the credit union to provide the best products and services possible, in the most cost effective manner, for the benefit of all members of the credit union.

b. Questions? Please Ask Us: Please read and keep this agreement and the accompanying disclosures so that you can refer to them anytime you have a question about your membership, an account, or a service. You understand and acknowledge that you can also access the agreement and disclosures anytime on our website at www.ocfcu.net. As an owner of this credit union it is particularly important that you read and adhere to the terms of this agreement and the disclosures in order to fulfill your responsibilities and avoid any losses or liability. Should you have any questions about a matter addressed in the agreement, or the contract (Parts 1 and 2) please contact us at (989) 733-8557 and/or www.ocfcu.net at your earliest convenience, and we will be happy to answer any questions or clarify any matter for you.

c. Important Definitions for Your and Our Contract:

As used in the contract the words “we,” “our,” and “us” mean the credit union, and the words “you” and “your” mean you the account owner (also referred to as “owner”) including persons, organizations or entities, user(s) of a service, and any “signer” or “agent” appointed by or on behalf of you to sign on the account and to conduct transactions and/or use a service in a representative capacity. If two or

more individuals have not formed an organization to conduct business, but do business together, each of them is an “owner” under this Agreement.

The terms “people” or “person” mean human beings, and the term “agent” means a person who is not an owner of the account, but who has been authorized by the owner or owners to conduct transactions on the account.

The word “organization” means a corporation, partnership, association, business, society, charity, trust, club or similar organization or group that is eligible for membership at the credit union.

The term “*signer*” means any person who has the authority to represent and conduct transactions on behalf of an organization on the organization’s account.

An “account” means any savings or share, checking or share draft, or certificate or share certificate account that you own at the credit union.

The word “transaction” means: (i) any action, instruction, order, or request that would increase or decrease the balance in an account, or would impose a lien or security interest on funds in the account, and (ii) any other request for services or information in connection with the account. The term “transaction” does not include changing or closing an account. Transactions may be initiated by any means that we permit.

d. Right to Rely on this Contract: You promise that all the information you provided to us in Part 1 of this contract is complete and true, and that Part 1 has been completed according to your instructions, as confirmed by your signature(s) on Part 1 of the contract and/or through the use of your account. You acknowledge the receipt of and agree to the terms, responsibilities, and liabilities of the contract, which specifically includes this agreement and the accompanying Expedited Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy disclosures, our Rate and Fee disclosures (that follow this agreement), our bylaws, and to any changes that we make from time to time. You understand that you may request additional copies of this contract (Parts 1 and 2 (which specifically includes this agreement and disclosures) that comprise your and our contract from us at any time. You may also download these documents and disclosures from our website. Furthermore, you agree and understand that you may change, close, or terminate your accounts, services, or membership with us at any time according to terms of this the contract.

For all transactions on the account, and for any changes to, distributions from, or closure or termination of the account or services, you authorize us to rely

exclusively on the terms of Parts 1 and 2 of this contract, our bylaws, bylaw amendments, and any changes we make from time to time to the agreement, disclosures, bylaws, and policies. You agree that we have no obligation to rely on any other documents unless otherwise required. Furthermore, you agree that any additional accounts or services that you request will also be governed by this agreement, disclosures, bylaws, and policies and any changes we make from time to time. Please note that the headings of this agreement are for quick reference purposes only and are not part of the contract.

2. Organization of Your and Our Agreement

In Part 1 of our contract, you have provided us with your information to apply for membership, selected the ownership and survivorship features for your account(s), selected services, and certified to the IRS that the name, SSN or EIN and address that you have provided are correct (or that you are exempt or the number is unnecessary), that you are a US person, and whether or not you are subject to backup withholding.

Part 2 of the contract (this agreement and the accompanying disclosures) sets forth the specific terms, responsibilities, and liabilities of membership, account ownership, and related services at the credit union. It is organized chronologically, starting with important terms that you should know about the contract, followed by membership, initiation of accounts and related services, and account and service maintenance and termination issues. It concludes with a number of provisions that address both your and our responsibilities and liabilities with respect to your accounts, related services, and membership. Finally, Part 2 concludes with a number of disclosures (which include Expedited Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy disclosures, and our Rate and Fee disclosures) that can be found after the agreement. Again, should you have any questions about a matter addressed in Parts 1 or 2 of our contract, please contact us at (989) 733-8557 and/or www.ocfcu.net at your earliest convenience and we will be happy to answer any questions or clarify any matter for you.

3. Membership at the Credit Union

a. Requirements of Membership: To become a member of the credit union, you (as a person or an entity) must be in our field of membership (as described in our bylaws), and open and maintain at least one share or savings account with the minimum required membership share amount (as described in the bylaws). If you are an owner, partner, principal, shareholder, or member of an entity, that entity may also join as a member of the credit union and have its own accounts if it is comprised of people who are eligible for membership at the credit union. Before

opening the account, we may require any signer to provide proper evidence that the entity is lawfully formed (e.g., by production of articles of incorporation, partnership agreement, business license, etc.), and to establish both his or her authority to act as a signer for the entity (e.g., notarized board resolution, partnership letter, etc.) and his or her identity as a signer of the entity.

b. Identification, Taxpayer Identification Number, and Backup Withholding:

To join the credit union and/or open an account, in addition to providing us with your current name, business address (and if different, your mailing address), phone, and birth date, we will require you to provide us with current government issued picture identification and a social security number (SSN) or employer identification number (EIN) and certify for Internal Revenue Service (IRS) reporting purposes that the number matches the name and address and indicate whether you are currently subject to backup withholding, and whether you are a US person. In the event the IRS indicates that there is a problem with the name and number provided by you for the account on Part 1 of the contract or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payments to the IRS.

c. Authorization to Obtain Information: Whether you are an account owner, agent, or signer, you authorize us to check your account, employment, and credit history (which includes obtaining reports from third parties and credit reporting agencies) in order to verify your eligibility for accounts and services we may offer.

4. Accounts of Organizations

You have completed and executed Part I of this contract informing the credit union of the signers authorized to act on behalf of the organization. You agree to notify the credit union of any change in authority of any signer. The credit union may rely on the written authorization in Part I until you inform us in writing of any changes and we have had a reasonable time to act upon such notice. The credit union may require that third party checks payable to an organization be deposited to an organization account. The credit union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the organization/account owner, unless the credit union has written notice of any wrongdoing.

5. Certificate of Authority

The organization/account owner and each person who signs Part I of this agreement certifies that:

a. Name: The organization/account owner shown on in Part I is the complete and correct name of the organization/account owner.

b. Authorized Signers: The listed officers, authorized agents, or trustees, as applicable of the organization/account owner presently occupy the positions shown on the front side and are authorized to transact business on behalf of the organization/account owner.

c. Authority:

1) The persons signing on Part I of this contract certify and agree that the organization/account owner's accounts will be governed by the terms set forth in this Part 2, Business Membership and Account Agreement, as amended from time to time.

2) The credit union is directed to accept and pay without further inquiry any item, bearing the signature of any person indicated as a signer in Part I, drawn against any of the organization/account owner's accounts with the credit union.

3) Any one signer is expressly authorized to endorse all checks, overdrafts, notes, and other items payable from or to be deposited to the organization's account at the credit union, and to execute such other agreements and to perform such other acts as deemed reasonably necessary to carry out the provisions of this contract.

4) The authority given to the signer shall remain in full force until written notice of revocation is delivered to and received by the credit union. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the organization/account owner will notify the credit union of any change in the organization's/account owner's composition, assumed business names, or any aspect of the organization affecting the deposit relationship between the organization/account owner and the credit union before any such change occurs. The organization/account owner agrees that the credit union shall not be liable for any losses due to the organization's/account owner's failure to notify the credit union of such changes.

6. Account Access and Transactions

a. Authorized Signatures: You understand that the signature that you provide to us on Part 1 of the contract is essential to us in allowing you to conduct authorized transactions on the account or otherwise, and that we may require you to provide us with your signature and current government issued picture identification to conduct a transaction. Any person who signs Part 1 of the contract as an account

owner, signer, or agent may conduct transactions on the account or utilize services provided with the account. For both your and our protection, you agree that we may refuse to honor any check, draft, order, item, or instruction if we believe any signature, instruction, provision, or term is not genuine or is altered. You agree that our nonpayment or nonaction under such circumstances is not wrongful. In the event you authorize the use of any facsimile signature device, you agree that we may pay or honor any check, draft, order or item, or conduct any transaction that contains what appears to be your authorized facsimile signature, even if the signature is not authorized. If you provide your account information, code, or PIN to any person or organization to conduct transactions, you agree that until you provide us with notice revoking your authorization, all transactions conducted by that person or organization are authorized and genuine, even if they are not conducted for your benefit or according to your instructions. You agree that we may disregard all information on a check including notes and legends except for your signature, the amount of the check and the information contained in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, which contains your account number, amount of check, and check number.

b. Transaction Options: You may conduct transactions on your account by any means we permit, including in person, by check, telephone, automated teller machines (ATMs), the mail, automatic transfer, or the internet. If we require you to use a specific form to conduct and complete a transaction, and you fail to use that form, for both your and our protection you agree that we may refuse to honor, execute, or complete the transaction. Whether a transaction is honored, executed, or completed or not, you are responsible for any loss or liability incurred by us as a result of your failure to use a required form or adhering to the terms and responsibilities of this agreement/contract.

c. Account Transfers by Wire or ACH: You may receive wire transfers or Automated Clearing House (ACH) debits or credits to your account. Should you receive funds by wire or ACH transfer you agree to verify the transfers by reviewing your periodic statement, and agree that we have no duty to notify you when the funds are received. While we may temporarily (provisionally) credit your account for an ACH transfer if we are not finally and ultimately paid (do not receive final settlement) for the transfer we may reverse the credit to your account or alternatively you agree to reimburse us for the amount of the reversed transfer. Should you send a wire transfer, you may identify the recipient or any financial institution by name and by account number or identifying number. We and other financial institutions may rely on the account number or other identifying number that you provide us as the correct identification number, even if the number you provide us identifies a different recipient or financial institution.

d. Limitations on Account Transactions.

1) Account Withdrawal Limitations: You must have sufficient funds available in your account (or have or be eligible for one of our overdraft programs) in order to withdraw funds from your account. If a check, draft, item, or other transfer or payment order is presented against insufficient funds in your account, you will be assessed a fee as specified in the Rate and Fee disclosures. If there are sufficient funds to pay some but not all checks, drafts, items, or other transfer or payment orders drawn or presented against the account, we may pay or allow withdrawals for those checks, drafts, items, or other transfer or payment orders for which there are sufficient funds in any order we choose.

There are a number of circumstances where you may not be able to withdraw funds from your account including, but not limited to, occasions when (1) you attempt to withdraw or make a transfer request by any method we do not permit, (2) you, a signer, an agent, or any person fails to present authoritative documentation or identification we require to access the account or make a withdrawal, (3) disputes and/or uncertainty occur over who owns the account or the funds held in the account (see provision 20), (4) funds from deposited checks are not yet available for withdrawal or deposited checks have been returned unpaid and we have charged them back against the account, (5) the funds held in the account are held as security (collateral) for an obligation to us, (6) the funds are held or offset under our consensual security interest or statutory lien rights (see provision 18) because you or another account owner owes money to us, or (7) we have been served with a garnishment, levy, or other similar legal process or notice affecting the account.

Additionally, we reserve the right to require you to provide us with written notice of your intent to make a withdrawal from your account at least seven (7) days and up to sixty (60) days prior to the time that you would like to make the withdrawal.

2) Account Transaction Volume Limitations: We may limit the number of items deposited and/or the frequency of deposits and other transactions that you can make each day to your account. The date we use to determine the frequency of transactions is the date a transaction is completed by us rather than the date you initiate the transaction. If we allow or honor a nonconforming transaction, we are not required to allow or honor future nonconforming transactions. Should the transactions on your account exceed the limitations we establish, we may limit your account transaction activity, impose a fee as specified in the Rate and Fee disclosures, or close your account.

3) Limitation at ATMs: For your protection and ours, we may limit the amount of cash withdrawals at ATMs. Our current limitations on ATM cash withdrawals are set forth in the Rate and Fee disclosures.

7. Your Checking Account

a. Checks You Write on Your Account, Completion of Checks, and Your Check Register: When you write a check drawn on your account, in addition to writing in your payee's name and completing the numerical and written amount sections of the check and signing your name, it is also important that you draw a line after both the payee's name and after the written amount sections of the check in order to protect yourself against alterations or forged endorsements. Also when completing date, payee and amount lines on your check, always begin by writing the information in at the start of the far left side of these lines to avoid leaving any spaces: this will protect you from your check being altered. Once you have completed a check you should write the check number, amount, date, payee's name, and purpose for writing the check in your check register. This helps you to keep track of the balance that you have in your account, and allows you to detect and report checks with alterations and forged drawer's signatures. Please use dark permanent ink (preferably blue or black ink) to complete your checks. You agree that you are responsible for any losses incurred with respect to your checks because you fail to use a dark permanent ink when writing your checks. You should also keep your checks in a secure location and separate from your picture identification. If the account is a multiple owner account each owner may sign, issue, and endorse checks in the other owner(s) name.

You understand and agree that it is your obligation to review your periodic statement and report any unauthorized amounts or unauthorized checks or other transactions on your account. You can determine an unauthorized amount because the amount on the statement does not match the amount you recorded on your check register. Similarly, you can detect forged drawer's signature on checks or counterfeit checks because there is a check number on your statement for a check that you did not write. You understand and agree that you only have thirty-one (31) calendar days from the mailing date of your statement to notify us of alterations to the amount of the check and of checks with forged drawer's signatures, or we will not be able to recredit your account for the unauthorized amount or the check.

b. Use of Our Forms: You agree to use check forms we offer through an authorized vendor. If you use a check form not provided by an authorized vendor, you understand that we may not pay the check and agree that such nonpayment is not wrongful. Alternatively, if we pay a check or draft drawn on your account that

is not our check form you agree to be responsible for any loss and/or fees incurred as a result of using that check form.

c. Lost or Stolen Checks? Notify Us ASAP! If your checkbook or a box of checks are lost or stolen call us immediately at (989) 733-8557. The sooner you contact us, the less liability you will have for unauthorized transactions on your account and the sooner we can provide you with a new account and new checks for that account.

d. Our Use of Automated Collection and Payment Processes: You understand that we use automated collection and payment processes and procedures, so that we can process the greatest volume of checks, drafts, and items in the most cost effective manner for the benefit of all members. These automated processes and procedures rely on and can only recognize information that is written (encoded) in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft, or item which contains your account number, amount of check, and check number. In order to achieve these cost efficiencies for all members, you agree that when we pay or take a check, draft, or item for deposit and collection that we may disregard all other information on the check, draft, or item other than the drawer's signature, the identity of the payor-drawee bank, the amount of the check, draft, or item and the information encoded in MICR line, whether or not that information is consistent with other information on the check, draft or item. You also agree that we do not fail to exercise ordinary care in paying any check, draft, or item without physically or visually examining checks, drafts, or items.

For your protection and the credit union's, you agree that we are not liable for refusing to honor any check, draft, item, or instruction if we believe any signature, instruction, provision, or term is not genuine or is altered and that such nonpayment or nonaction is not wrongful.

e. Signatures by Family Members, Employees, or People You Know: In the event a family member, employee, or person that you know writes a check drawn on your account payable to any person or entity, you authorize the signature, completion, and payment of that check and agree that you will address the matter to recover any loss for payment of the check with the family member, employee, or person you know.

f. Conversion of Checks to Electronic Fund Transfers: In some circumstances, a person, merchant, or other organization can convert your check and/or check information (your checking account and check routing, account, and serial number) to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this agreement and our

Electronic Fund Transfer disclosures. You authorize us to honor the EFT and debit your account just as if the original check were presented for payment. Should a person, merchant or other organization convert your check to an EFT you will have to contact that person, merchant or organization about obtaining a copy of your check. You understand that if we dishonor and return your check to a merchant for insufficient funds, a merchant may attempt to re-present the check electronically as an EFT, and that this EFT, which represents the dishonored check, will be treated as a re-presented check under this agreement.

g. Dates on Checks: When you write a check you authorize us to pay the check regardless of the date or legends restricting payment to certain periods of time, though you agree that we are under no obligation to pay a check presented for payment before its date or more than six (6) months after its date. You understand that the reason dates or legends are ineffective is because you are generally obligated to pay dishonored checks up to three (3) years (or more) from the date you wrote the check. If you notify us not to pay a check before its date (by phone, mail, or in person, as we allow), that notice will only be effective if it affords us a reasonable amount of time to act on the notice to not pay and return the check, and you provide us with your name and account number, the check number, the date of the check, the name of the payee, and the amount of the check. You understand that failure to provide us with either timely notice (that affords us a reasonable amount of time to not pay the check) or the complete and accurate information about the check and the account (as required above), may result in payment of the check. If you provide us with timely notice and complete and accurate information about the check and the account (as required above), we will charge you a fee as specified in the Rate and Fee disclosures, and we will not pay the check and will return it as postdated. You may provide us with oral notice of the postdated check that will lapse within fourteen (14) days unless you confirm that notice in writing, in which case the notice will be effective for six (6) months, and can be renewed for an additional six (6) months for the fee as specified in the Rate and Fee disclosures. We have no duty to notify you when your notice will or has expired.

h. Stopping Payment on Your Checks: You may request us to stop payment on any check drawn on your checking account (by phone, mail, or in person, as we allow). If you notify us to stop payment on a check, that order will be effective only if it affords us a reasonable amount of time to act on the order to not pay and return the check, and you provide us with your name and account number, the check number, the date of the check, the name of the payee, and the amount of the check. You understand that failure to provide us with either a timely stop payment order (that affords us a reasonable amount of time to not pay the check) or the complete and accurate information about the check and the account (as

required above), may result in payment of the check. If you provide us with a timely stop payment order and complete and accurate information about the check and the account, we will charge you a fee as specified in the Rate and Fee disclosures, stop payment on the check, and return it. You may provide us with an oral stop payment order that will lapse within fourteen (14) days unless you confirm that order in writing, in which case the notice will be effective for six (6) months, and can be renewed for an additional six (6) months for a fee as specified in the Rate and Fee disclosures. We have no duty to notify you when your stop order will or has expired. You understand that although payment of the check may be stopped, you may be subject to legal action brought by any and all persons or organizations the check is returned to. In the unlikely event we pay a check over a timely, accurate, and complete stop payment order and are required to recredit your account, you agree to sign a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or organizations to recover our loss. You understand that if you frequently place stop payment orders on checks that would otherwise be returned for insufficient funds we may consider that account abuse and may close your account under this agreement.

i. Stopping Payment On, Unused, Lost, or Stolen Credit Union Checks: If we issue to you one of our checks and you endorse that check over to another person, or give that check to the payee that you requested us to make the check payable to, and subsequently do not want that person to receive payment for the check (because you are displeased with the person or the transaction the check was issued for), we will not be able to stop payment on the check. It is your responsibility to ensure that you want the person or the payee to receive payment for the check before you endorse the check over to that person or give the payee the check. If you have any doubt about the person or payee or the transaction, do not endorse the check over to that person or give the payee the check since we will not be able to subsequently refuse to pay the check. If you do not use or negotiate one of our checks, you may return it to us, and request a refund for the amount of the check.

If one of our checks in your possession is lost, stolen, or destroyed you agree to sign a statement or notice and either post a bond, provide us with collateral or a security interest in collateral, or wait ninety-one (91) days from the date of the check, in order to receive a replacement check for our check that was lost, stolen, or destroyed.

j. Payment of Checks that Would Overdraft Your Account: We provide check overdraft payment protection programs. If you qualify for one or more of these programs and we agree to provide it to you, we will pay checks drawn on your

account with insufficient funds by transferring funds from another account to your checking account, as designated by you in Part 1 of the contract, and charge you a fee as specified in the Rate and Fee disclosures. Transfers from your account(s) to your checking account are covered by this agreement.

k. Checks are Paid in Any Order: You understand that when you write or order checks, drafts, or items drawn on your account that we may elect to pay those checks, drafts, or items in any order. If you write or otherwise order multiple checks, drafts, or items drawn on your account, you should be certain there are enough funds in your account(s) to pay those checks, drafts, or items or those checks, drafts, or items will be subject to the overdraft and/or insufficient funds terms of this agreement, or paid under one of our check overdraft programs if applicable.

l. Insufficient Funds to Pay a Check: If the funds in your checking account are not sufficient to pay checks, drafts, or other items presented and drawn on your account, those checks, drafts, and items will be subject to our overdraft procedures and any overdraft service or agreement you have with us. You understand that we have no duty to notify you if there are insufficient funds to pay your check, draft, or item. If we elect to pay a check, draft, item, or transfer that would overdraw your account (beyond an agreement or service we have agreed to provide you), it does not mean that we will pay a check, draft, item, or transfer that will overdraw your account in the future. If we pay a check, draft, item, or transfer that would overdraw your account you agree to repay us the amount of that paid check, draft, item, or transfer plus any fee disclosed for that service immediately (or at the latest pursuant to any agreement or service we have agreed to provide you). Should we dishonor and return a check, draft, or item drawn on an account with insufficient funds, your account will be subject to a fee for the dishonored and returned check, draft, or item in accordance with the Rate and Fee disclosures. You also understand and agree that we are not liable if we refuse to pay a check, draft, or item drawn on your account and return it when nonpayment occurs as a result of our charging your account for any obligation you owe us.

m. Non-Member Presenters of Checks: For the protection of both you and the credit union and to cover costs incurred by all members for the presentment of checks over the counter, you understand that we may require any non-member presenting a check to provide both his or her current government issued picture identification and, at our option, thumbprint on your check. You agree that if a non-member presenting your check fails to comply with these presentment requirements, we are not liable for refusing to pay the check and that such nonpayment is not wrongful.

n. Right to Refuse Payment of Any Check Suspected of Fraud: For the protection of both you and the credit union, you agree that we are not liable for refusing to honor any check, draft, item, order, or instruction if we believe any signature, instruction, provision, term, or the form itself is not genuine or is altered, and that such nonpayment or nonaction is not wrongful.

8. Deposits to Your Account

a. How You Can Deposit Funds: You may deposit funds to your account by any means we permit, including in person, by check, telephone, automated teller machines (ATMs), the mail, automatic transfer, or the internet.

b. Our Rights Upon Your Deposit: The availability of funds from your deposit may be subject to a hold period depending on the type of deposit (cash, check, wire, etc.) and circumstances surrounding the deposit (the amount of the deposit, the source of the funds, etc.). Please see our Funds Availability Policy disclosure for information about our hold policy for checking accounts that follows the agreement. If we elect to hold the funds from your deposit beyond any applicable hold period set forth in the Funds Availability Policy disclosure, we will notify you about the reason for and the duration of the hold. If you do not want a hold placed on the funds from a deposited check, please inform us and we will be happy to return the check to you in order to allow you to obtain payment of the check elsewhere.

c. Authority to Negotiate Checks and Endorsements: We may accept checks, drafts, and other items for deposit into any of your accounts. Checks deposited should be endorsed by you for your protection, though we may choose to permit you to deposit them without your endorsement. If the account is a multiple owner account each account owner may endorse checks for one another. We reserve the right to verify the endorsement on any check we take for deposit, and may require you to comply with specific endorsement requirements for business, insurance, or government checks before taking those checks for deposit. We may require proof of your authority to endorse any check on behalf of another person or entity before taking the check for deposit.

d. How to Endorse Your Check: When you receive a check made payable to you and wish to deposit that check in your account with us, we recommend that you endorse (sign) the back of check with the words "For Deposit" and then sign your name beneath that language, and beneath your signature record your account number. Endorsing the check in any other manner may jeopardize your account being credited for the check.

Your endorsement must go on the back of the check at the top edge (and be no more than 1½ inches from the back top edge of the check). While we may take checks or drafts for deposit with endorsements, you agree that we may ignore any other language or markings within or outside of your endorsement space, and that you will be responsible for any loss we incur due to a delay or error in processing the check or draft for payment caused by endorsements, language, or markings inside or outside of the designated space.

Please use dark permanent ink (preferably blue or black ink) to endorse your checks. You should also record your account number below the endorsement, and if available use our deposit slips and envelopes when making your deposit. You agree that you are responsible for any losses incurred with respect to a check deposited by you in event you fail to use a dark permanent ink when endorsing the check.

e. Acceptance of Checks for Deposit is a Service to You: In handling checks, drafts, items, or money for deposit or collection we are providing you a service (assisting you in collecting payment for the deposit) and act only as your agent, and assume no responsibility for the check, draft, or item beyond that of the exercise of ordinary care. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an ATM that is not at a branch) until we actually receive the deposited item or money. We are not responsible or liable for the negligence or default of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We reserve the right to refuse and/or return any check, draft, item, or funds transfer taken for deposit, to place a reasonable hold on the check, draft, or item or to send the check, draft, or item for collection. We also reserve the right to charge your account for any check, draft, or item taken for deposit in the event it becomes lost in the collection process.

f. Your Options for Direct Deposit: We offer direct deposit options that allow you to preauthorize deposits to your accounts (such as payroll, Social Security, retirement, or other government deposits) or preauthorize transfers from your accounts with us. You must initiate direct deposits on a direct deposit authorization form acceptable to the initiator of the deposit. We reserve the right to refuse and/or to return any or all funds transfers. Should we be required to reimburse the federal or state government for any benefit payment directly deposited into your account, unless otherwise prohibited, you agree that we may deduct the reimbursed amount from your account, and may recover any amount owed according to the terms of this agreement. If you file for bankruptcy and fail to cancel any direct deposit authorization to your accounts, you agree that your

employer should continue to make and that we should continue to apply your direct deposits in accordance with the instructions you have given to us.

g. When Your Deposits will be Credited to Your Account: Deposits to your account will generally be credited on the business day of the deposit, and deposits made on a Saturday, Sunday, or holiday will be credited to your account on the next business day. Deposits made by you at unstaffed facilities (for example, an ATM that is not at a branch) will be credited to your account on the day funds are removed and processed by us. Credit to your account for funds deposited is provisional until we are finally and ultimately paid (i.e., when we receive final payment). Items drawn from an institution located outside the United States are handled on a collection basis only.

All deposits received on Saturday, Sunday, federal holiday, or any day that we are not open for business will be treated as if received on the next following business day that we are open.

Deposits of coin or currency will not be finally credited until we have counted the deposit and verified the amount. If there is a discrepancy between the amount shown on the deposit slip and the amount we count, we will send a notice of the discrepancy to you in the mail.

h. Night Depository: If you make deposits in a night depository, you agree to use any special bag or container that we furnish. You will be liable for any damage to the night depository or delay in crediting deposits due to the use of containers other than those we supply. You acknowledge that night depositories are only accessed once on each business day that we are open for business. Bags or envelopes placed into the depository before we access it are processed on that business day. Bags or envelopes placed into the depository after we access it are processed on the next business day. Night depositories are opened and items placed in the depository are removed and logged in the presence of two credit union representatives. The contents of each envelope or bag are counted, and we issue a credit to the account specified on the deposit ticket accompanying the deposit for the amount of the deposit as indicated by our count. You agree that our count of any deposit placed into the night depository is the final determination of the contents of a bag or envelope placed in the depository. We will use reasonable efforts to notify you of any discrepancy between the amount of the deposit as we counted it and the amount shown on the deposit ticket. However, we will not be liable for any delay or failure to notify you of any such discrepancy. No deposit is deemed to have been made until we have removed it and processed it as described above, and a credit has been issued to your account. You acknowledge that the procedures outlined above are commercially reasonable,

and that if we follow these procedures, we are not negligent in handling items placed into the night depository.

i. Deposits Not Paid and Returned; Subsequent Claims: All deposits or other credits (including checks, drafts, items, Automated Clearing House (“ACH”) transfers, wire transfers, etc.) credited to your account are provisional (temporary), which means that if we do not receive final payment on any deposit, we will charge your account for the amount of the item and a return fee as specified in the Rate and Fee disclosures. Additionally, if we incur a fee to collect any item, we may charge that fee to your account. After we have received final payment, we refer to these deposits as collected items. If any deposited item to your account is returned to us unpaid we have the right to charge back against your account the amount of the unpaid item (plus any fee as specified in the Rate and Fee disclosures) whether the amount of item was available for your use or not. In the event any check, draft, or item you deposited in your account is returned to us for any reason, you waive your right any notice of nonpayment or dishonor for the check, draft, or item. We reserve the right to pursue collection of previously dishonored or not paid items at any time, including giving a payor-drawee bank extra time beyond any midnight deadline limits.

In addition, if anyone else makes a claim against us based on a check you have deposited (including but not limited to, claims for breach of warranty based on forged or missing endorsements, for alteration, or for conversion), we may charge your account for the amount of the item even if you have already received final credit and have already withdrawn the funds. Also, if we determine that any credit (whether a deposit, ACH transfer, or otherwise) to your account was erroneous, we may make an adjustment to the account as necessary to correct the error, regardless of when the original transaction took place.

j. Endorsements by Family Members, Employees or People You Know: If a family member, employee, or a person you know endorses a check made payable to you to any person or entity, you authorize the endorsement of the check as your endorsement and agree that you will address the matter to recover any loss for the endorsement of the check with the family member, employee, or person you know.

9. Dividends/Interest and Rates

The dividends/interest earned on your account(s), the dividend rates, balance requirements, annual percentage yields, compounding, crediting, and annual percentage yield earned are provided to you in the accompanying Rate and Fee disclosures (that follow this agreement) and your periodic statement. You

understand and agree that we will change the account dividend rates and annual percentage yields from time to time.

10. Services and Fees

All fees assessed against you or your account are for services we provide to you, or as a result of actions you take or transactions you conduct under this contract, or third person's or organization's actions against you or your account(s) at the credit union. The purposes and amounts of the various fees are provided to you in the accompanying Rate and Fee disclosures and noted in your periodic statement. We charge fees so that each member is responsible for the expense of each service or transaction utilized or incurred by that member, rather than imposing that cost on all members of the credit union. You understand and agree that account fees will change over time and that we will notify you of such changes as required.

11. Account Insurance Coverage

We are committed to providing a safe and sound capital structure through the retention of earnings to assure the protection of our members' savings and deposits. In addition to the strength of our capital, member's-depositors' funds are insured at a minimum of \$100,000 per member-depositor by the National Credit Union Share Insurance Fund (NCUSIF). Our staff is available to discuss your federal account insurance needs, and can assist you with your questions.

12. Lost Checks, Drafts, and Cards

If a check, one of our checks, your checkbook, a box of checks, credit card, debit card, ATM card, or your personal identification number (PIN) is lost or stolen call us immediately at (989) 733-8557. The sooner you contact us, the less liability you will have for unauthorized transactions on your account, and the sooner we can provide you with new checks, accounts, cards, and PINs.

13. Membership, Account, Service, and Transaction Information

Only an account owner, signer, or agent specifically named on an account is entitled and can have access to information concerning membership, the account, a service or a transaction related to the account. If there are multiple account owners, signers, or agents on an account, any owner, signer, or agent may obtain all information about membership, the account, a service, or a transaction pertaining to that account.

14. All Accounts are Non-Transferable, Non-Assignable, and Non-Negotiable

Your accounts at the credit union are nonnegotiable, nonassignable, and nontransferable to another person or entity, which means that you may not endorse, transfer, secure, or pledge any of your accounts to a person or entity other than us for any reason. Unless a person's name appears on Part 1 of this contract, he or she will be denied access to the account unless otherwise required.

15. Notice by Us to You and Notice by You to Us

The terms of this contract (and specifically this agreement) are subject to change from time to time and we will notify you of any changes to terms, rates, and fees that affect your accounts and services as required. Written notice that we provide to you is effective when sent to you at the address provided by you in Part 1, Section 1 (or any updated address reflected in our records), postage paid US mail, or as applicable, when we have provided electronic notice in accordance with our established procedures if you have consented to receive notices electronically. We rely on the information that you provide to us in Part 1 of the contract for all your transactions and actions taken on your account, and will communicate with you only at the address provided by you in Part 1. It is your responsibility to notify us of any changes to this information, and if accepted those changes are incorporated into the contract by reference. In the event we attempt to locate you we may charge you a fee as specified in the Rate and Fee disclosures. For organization accounts you agree that notice to the account owner or signer at the address provided in Part 1 of this contract is notice to the account owner, organization and/or all signers. Any notice that you provide to us is effective only when actually received and confirmed in writing by us at 20855 Washington Avenue / P.O. Box 420, Onaway, MI 49765.

16. Your Statement About Your Account(s), Services, and Obligations

a. Purpose and Receipt of Statement and Copies of Checks. We will provide you with a periodic statement that shows all transactions and activity that occurred on your account(s) during the statement period. For organization accounts with multiple signers you agree that the provision of one statement mailed to the address in Part 1, Section 1, of the contract is sufficient for the owner of and all signers on the account. If you do not receive your periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive your statement in order for both you and the credit union to avoid and reduce losses on your

account(s). You further agree that your statement is correct for all purposes and that we have no liability to you for any transaction on your account unless you notify us within the time periods for unauthorized transactions, errors, or irregularities provided for in this agreement and the Electronic Funds Transfer Agreement.

When you write a check drawn on your account and the check is paid, we own and retain the original of the check, though we will make a copy of the check available to you upon request for a fee as specified in the Rate and Fee disclosures. You agree that both your statements and copies of your checks are made available to you on the date the statement is mailed to you at the address provided by you in Part 1, Section 1, postage paid US mail or, if you have so requested, when we make the statement available to you electronically.

b. Your Responsibility to Examine the Statement for Errors and Fraud: It is your responsibility to examine every statement and notify us of any and all unauthorized transactions, errors, or irregularities as soon as possible. We may require you to confirm your notification in writing and assist us in addressing the transaction, error, or problem. You are responsible for any altered, forged, unauthorized, or unsigned check, draft, or item drawn on your account if: (1) you do not notify us within thirty-one (31) calendar days of the mailing or electronically posting of the statement containing the notice of any altered, forged, unauthorized, or unsigned check, draft or item, or (2) any check, draft, or item where the alteration or forgery has occurred in such a manner that it would be undetectable by a reasonable person, which includes the unauthorized use of facsimile signatures. You assume this liability because you, as the owner of the account and drawer of the check, draft or item are in the best position to detect any altered, forged, unauthorized signature, or unsigned check, draft or item drawn on your account. Only you will know the checks, drafts, or items that you have authorized as well as the amount you authorized, and can compare the information provided on your statement with your register or own records. You further agree that our retention of your checks, drafts, or items does not affect your responsibility to examine your statements and notify us of any and all unauthorized transactions, errors, or irregularities within the time limits provided in this agreement or as otherwise required.

17. Modification of this Contract / Changes to this Contract

We may change the terms of this contract from time to time, and we will notify you of any changes we make to terms, disclosures, rates, and fees that affect your accounts, services, and if applicable loans, as required. You, and any signer, may change the organization account at any time by contacting us and completing a

new Part 1 of the contract. Furthermore, for organization accounts, we reserve the right to require any signer requesting a change to show us authority for the change from the organization's governing body (e.g., a resolution by the board of directors, certified partnership letter, etc.), and each signer's authority as a signer to make the requested change to the account.

18. Exceptions to this Contract

We reserve the right to waive any term of this contract, though such waiver does not affect our right to enforce that term in the future.

19. Security Interest in Funds Held in an Account

If you owe us money as a member, account owner, drawer, endorser, borrower, guarantor, or any other capacity, you grant us a contractual security interest (and as applicable, any lien available under federal or state law) on any and all funds in all accounts that you are an owner of or have an ownership interest in no matter what the source of funds in the account(s). However, our security interest and lien rights do not apply to retirement accounts or real estate loans. At our discretion, we may apply the funds from any account you are an owner of or have any ownership interest in to pay off your obligations to us without notice to you at any time. If we elect to not enforce our contractual security interest (and, if applicable, statutory lien rights), our nonaction is not a waiver of our rights to enforce our rights at a later time. A security interest granted by one owner of an account will continue to secure that owner's obligation to us even after that owner dies.

20. Full Payment Checks

If you are repaying or making a payment on a loan or other obligation that you owe to us, please direct that payment according to our loan agreement or to the person at the credit union who contacted you about the obligation. You agree that any check that you attempt to write or negotiate to us that has a "full payment" legend (such as "Paid in Full") or other language intended to repay in full any of your outstanding obligations to us must be presented by you in person to an officer of our credit union. Otherwise, any payment is accepted with full reservation of rights against you to recover any and all outstanding obligations or indebtedness owed to us.

21. Legal Action Against Your Account for Funds or Information

If your account(s) is/are subject to legal action, such as levy, garnishment, attachment, or other court order, we may pay out funds from your account(s) in

accordance with that legal action or, alternatively, place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all legal actions are subordinate to our contractual security interest and statutory lien rights. You understand and agree that you will be charged an hourly research fee for any time spent by our staff addressing any legal, regulatory, or governmental action initiated by any person or entity against you or your account(s), or for information concerning you or the account(s) or a claim you made for any transaction that ultimately is determined to be authorized, as specified in the rate and fee disclosure.

a. *Disputes Over or Uncertainty About an Account or Funds in an Account:* If there is a dispute between any person or organization over the account or the funds in the account, or we are uncertain as to who is entitled to access the account (or the funds in the account), we reserve the right to hold the funds in the account and may not release the funds in the account until all persons or organizations/entities to the dispute or uncertainty agree in writing what should be done with the account (and the funds in the account) or until we receive a court order instructing us what to do. You agree that such a hold is beneficial to both you and the credit union to assure that only a person or organization who is entitled to access the account and the funds in the account actually obtains access to the account and the funds held in an account. At our discretion, we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we will deduct our attorney's fees and court costs from the funds to be deposited with the court.

22. Your Obligations to Us

In the event we incur any loss, related expenses, fees, charges, and/or liability on an account or as a result of any transaction, dispute, uncertainty, or membership matter concerning you, any owner on the account, your signer, or agent, you agree that you are jointly and individually liable to us for the full repayment of that loss and related expenses, fees, charges, and/or liability. You agree that we may deduct any loss, related expenses, fees, charges, and/or liability from your account(s) without notice to you. Additionally you also agree to pay any other reasonable charges, fees, or expenses we may incur in conjunction with providing you membership, an account, or any transaction or related service(s) that are not covered by the contract. In the event either you or the credit union is required to initiate legal action to enforce or interpret any of the terms, responsibilities, or liabilities of the contract, you and the credit union agree that the successful party is entitled to payment by the losing party for any collection costs incurred by either party or collection agency, and/or to reasonable attorney's fees and costs,

including those incurred on any appeal, bankruptcy proceeding, and/or post-judgment action unless otherwise limited or prohibited. You (and, in the event of your death, your estate) agree to hold us harmless from and agree to indemnify and defend us against any claim or legal action arising from the exercise of our right to recover for any loss, expense, fees, charges, and/or liability we incur as a result of your account and/or any transaction on your account. We may deny you services or expel you from membership at the credit union pursuant to our policies, or otherwise allowed, which includes causing us a loss.

23. Our Responsibility for Errors

If we do not properly execute a transaction in accordance with this contract, we will be liable to you for losses up to the amount of the transaction (unless otherwise required). We will not be liable for (1) your account having insufficient funds to complete a transaction, (2) losses that result from your negligence or the negligence of others, (3) your failure to adhere to any time limits provided for in this contract, (4) circumstances beyond our control that prevent the execution of a transaction, or (5) any losses incurred by your failure to adhere to any term of this contract. The credit union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations, and operating letters, clearing house rules, and general banking practices followed in the area serviced by the credit union. As a result of a request or an order by you, should we ever disburse a greater amount of funds based on your request to any person or entity that you know (e.g., relative, friend, employee, business associate, etc.), you agree to assist us in recovering our funds, including participation in litigation and prosecution.

24. Accounts Deemed Inactive

Should any of your accounts have a balance less than the minimum balance required in our disclosures and you have not utilized our products or services that would exempt your account from our inactive account policy, we may deem your account to be inactive. We may charge an account inactivity fee as specified in the Rate and Fee disclosures. We will notify you at the mailing address you have provided us of your account's inactive status before imposing a fee, and will terminate the fee upon the account meeting the minimum balance and/or activity requirements.

25. Funds Deemed Unclaimed Property

In the event there has been no activity on your account(s) and we have not been able to contact you for a period of years as specified and required by state

unclaimed property laws, your account(s) will be presumed abandoned and the funds in the account(s) will be remitted to the state as unclaimed property. Upon remittance of the funds in your account(s) to the state, your accounts will be closed and you will need to reclaim the funds by contacting the appropriate state agency.

26. Closing Your Account

You may close your organization account, and any signer alone may close an organization account, at any time by notifying us in writing, subject to the terms of this contract. We are not responsible for any transactions that were initiated by you, signers, or agents or that occur on your account, until the account is closed. You agree that if we pay any check, draft, item, or transfer on your account after the account is closed you will reimburse us for the amount of the check, draft, item, or transfer including any fee as specified in the rate and fee disclosure.

If you request a change to an existing account, we reserve the right to require you to close your account and open a new account. We may close your account at anytime and without notice if (1) we are dishonoring a number of items for insufficient funds, if a number of items taken for deposit are returned unpaid, or you stop payment on a check that would otherwise be returned for insufficient funds, (2) a number of checks have been lost or stolen, (3) any alteration, forgery, or other fraud has occurred with respect to you or your account, (4) there has been any falsification, misrepresentation, or any other abuse by you or with respect to any of your accounts, (5) the balance of the account does not meet our minimum balance requirements for thirty (30) days, or (6) we determine it is necessary either to mitigate or prevent a loss to us.

Whether your account is closed by you or us, that closure does not release you or any owner, signer, or agent from any fees, obligations, or other liabilities incurred on the account before, in the process of, or after the account closed.

27. Termination of Your Membership at Credit Union

Membership at our credit union is a privilege granted to you by the credit union and its members under state law. However, you may elect to cease to be a member of the credit union at any time by providing us with written notice of your intention to terminate your membership, subject to the terms of this contract. You understand that termination of your membership does not absolve you of your responsibilities, obligations, and liabilities to us.

In the interest of all members and to protect the credit union's assets, we reserve the right to expel any member for cause, which includes but is not limited to (1) abuse of credit union employees, services, or privileges, or other members, (2) failure to utilize credit union products or services to justify your continued participation in credit union membership, or (3) causing the credit union a loss. Copies of this policy are available upon request. You understand and agree that for the protection and safety of our employees or volunteers, if you ever become abusive with, or threaten the safety of, any employee and/or volunteer, we may terminate your membership immediately and without notice.

28. The Contract and State and Federal Law

While your membership, accounts, and services are primarily governed by Parts 1 and 2 of the contract, they are also governed by applicable state law (the law of the state in which you opened your account, or if you opened your account by mail, telephone, or electronic access, the law of Michigan), federal law, federal reserve regulations, and operating letters, clearinghouse rules, and the general financial institution practices utilized in the areas our credit union serves, as amended or changed from time to time. If any term of the contract is in conflict with the applicable law, that term will be nullified to the extent that it is inconsistent with the law, and the law will govern. Should any term of the contract be declared invalid, unenforceable, or unlawful by a court, that term will not affect the validity of any other terms of the contract, which will continue in full force and effect.

29. Deceased Account Owners, Claims and Transactions

You agree that any representative or claimant of your estate is bound by the terms of this contract. In the event of an individual account owner's death we may require any estate representative or other claimant of the funds held in a deceased owner's account(s) to evidence both his or her authority as the representative or claimant of the estate and identification as the estate representative or claimant before we will release any funds held in any account. We may require an estate representative or claimant or anyone who claims an interest in funds held in a deceased owner's account to indemnify us for any losses resulting from the claim before we will release the funds to the estate representative or claimant or other person. We may continue to honor all deposits, withdrawals, transfers, and transactions on the account until we receive a certified copy of an account owner's death certificate, along with proof of the representative's, claimant's, or third person's authority as the representative, claimant, or creditor of the estate and identification as the estate representative claimant or creditor.

You understand that it is your responsibility, and not the credit union's, to assure that ownership and survivorship features of your accounts, as designated by you in Part 1 of the contract, accurately reflect and take into account your personal, domestic, and business circumstances (such as, but not limited to, those created, changed, or terminated by marriage, separation, divorce, children, death, or as a result of any agency, guardianship, conservatorship, trusts, wills, incorporations, partnership agreements, contracts, indebtedness, etc.). Under some state laws, unless you irrevocably waive your rights to make testamentary dispositions from any account, you understand that certain account ownership and survivorship features such as "multiple/joint account ownership with right of survivorship" and "pod/trust account beneficiary/pod payee" designations can be invalidated. Because it is your responsibility to assure that ownership and survivorship features of your accounts accurately reflect and take into account your personal, domestic, and business circumstances, and because you can change or close the account at any time, you irrevocably waive your right to make a testamentary disposition from any account at the credit union, both now and in the future. In the event of your death you authorize us to rely exclusively on the terms of Parts 1 and 2 of the contract for all transactions on the account, and for any changes to, distributions from or closure of the account.

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

The following disclosures set forth your and our rights and responsibilities concerning electronic funds transfers. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options including online account access, direct deposits, automated teller machines (ATMs), MasterMoney Debit Card, and audio response (CU*Talk) services.

1. EFT Services.

a. Automated Teller Machines (“ATMs”). You may use your Card and personal identification number (PIN) in ATMs or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your primary savings or checking account.
- Withdraw cash from your primary savings or checking account.
- Transfer funds between your primary savings account and your checking account.
- Access your credit line.

b. Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

c. Pre-authorized Debits. You may make direct withdrawals from your Checking or Regular Share Account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

d. CU*Talk. If we approve your application for telephone access to your accounts under the CU*Talk service, you may use a telephone to access your account by calling (800) 860-5704. You must use your PIN along with your account number to access your accounts. At the present time you may use the CU*Talk service to:

- Obtain balance information on your Checking and Share Accounts.
- Transfer funds between these same accounts.
- Withdraw funds from share accounts by check, made payable to you and mailed to you at your mailing address.
- Verify if a particular check has cleared your Checking Account(s).
- Verify the last date and amount of a deposit.

e. Online Account Access. If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online access services is www.ocfcu.net. You may select a PIN. You must use your PIN along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

- Transfer funds between your checking, savings, money market, and loan accounts.
- Obtain account information related to your checking, savings, or loan account regarding current balance, history, interest, rates, payroll, and automatic deductions.
- Make payments to merchants (payees) using the Billpayer feature, review bill payment history, and change or cancel scheduled bill payments.
- Make loan payments from any savings or checking account to a loan account of yours.
- Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

f. MasterMoney Debit Card. You may use your MasterMoney Debit Card to purchase goods and services any place the Card is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from your Checking Account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or may terminate all services under this Agreement.

g. Electronic Check Transaction. You authorize us to honor any electronic check transaction and any re-presented check fee debit transaction you authorize (“electronic check transaction”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant’s right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4 (Member Liability). You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations.

a. Automated Teller Machines.

i. Withdrawals. Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to \$1,500 (if there are sufficient funds in your account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, and Sunday are considered as one business day for the purposes of this limit.

ii. Deposits. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union’s Funds Availability Policy to determine the availability of funds deposited at ATMs.

iii. Transfers. You may transfer up to the available balance in your accounts at the time of the transfer.

b. CU*Talk. Your accounts can be accessed under CU*Talk via a touchtone telephone only. Not all push button phones are touchtone. CU*Talk will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear a message directing you to call back. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

c. Online Access Service.

i. Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ii. Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

iii. E-Mail and Stop Payment Requests. The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Membership and Account Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

iv. Bill Payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e., payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e., fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least five (5) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization.

You may cancel or stop payment on periodic bill payments and automatic, recurring bill payment instructions under certain circumstances. If you discover an error or want to change a payment instruction (i.e., payment date or payment amount) for a periodic or automatic payment you have already scheduled for transmission through the online access service, you may electronically edit or cancel your payment request through the online access service. Your cancellation request must be entered and transmitted through the Onaway Community Federal Credit Union Online service before the date you have scheduled for payment. If your request is not entered by this deadline, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic, recurring bill payment transaction, not using the online access service, the Credit Union must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may contact the Credit Union to request a stop payment. If you call, the Credit Union will require you to confirm your stop payment request in writing within fourteen (14) days after the call.

d. MasterMoney Debit Card. There is no limit on the number of MasterMoney Debit Card purchase transactions you may make during a statement period. Purchases are limited to the balance available in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the MasterMoney Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

i. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

ii. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

iii. Currency/Conversion/International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by MasterCard International, Inc. is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

3. Security of Access Code.

The personal identification code or access code (“access code”) is established for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that person may use the CU*Talk online services, or check card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

4. Member Liability.

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For MasterMoney Debit Card purchase transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim.

6. Fees and Charges.

There are certain charges for the EFT services as set forth on the Rate and Fee Disclosure. The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your Personal Line of Credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

9. Credit Union Liability for Failure to Make Transactions.

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 actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, Bill Payment services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the

online access and Bill Payment services and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or if the Credit Union’s online access system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
- If the error was caused by a system beyond the Credit Union’s control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the Credit Union.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer or bill payment.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.
- If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments.
- If you have bill payment services, the Credit Union can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. The Credit Union is not responsible for investigating such errors.
- We may establish other exceptions in addition to those listed above.

10. Termination of EFT Services.

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or access code breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

12. Notices.

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

14. ATM Safety Notice.

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.

- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.