

CATHOLIC FEDERAL CREDIT UNION DISCLOSURE BOOKLET



Revised April 2016



Welcome to Catholic Federal Credit Union!

Enclosed you will find the CFCU Membership Agreement, along with important information you should read that affect your account.

Please watch for membership notifications and updates to this information in our newsletters and in emails that can be sent to you.

If you would like to receive important CFCU Account information via email, please sign into Home Banking at <https://hb.cathfcu.com/> and enroll in e-Statements. You will then have 24/7 access to your account statement online and authorize CFCU to communicate with you via email.

Thank you,

Catholic Federal Credit Union

Welcome

This is the Agreement between you, the member, and Catholic Federal Credit Union, a Federally Chartered Credit Union, of Bay City, Essexville, Saginaw and Vassar, Michigan, regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

Thank you for establishing a membership account with Catholic Federal Credit Union. You should retain a copy of this agreement and feel free to call the Credit Union at (989) 799-8744 / (800) 798-2328 if you have any questions. By signing a Membership Card, you agree to be bound by, and acknowledge receipt of, this Agreement, along with certain disclosures required under the Truth-In-Savings Act and National Credit Union Administration (NCUA) and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Michigan Electronic Funds Transfers Act, the Funds Availability Act (Regulation CC), Regulation D, Uniform Commercial Code Article 4A, and the NCUA Privacy Regulations. You consent to the necessary credit investigation in connection with your application for membership or any other services and grant permission for its retention. The words "you" and "your" mean the member and any joint members or co-depositors or co-borrowers. The words "we", "our", "us", and "Credit Union" mean Catholic Federal Credit Union.

Membership

Membership in Catholic Federal Credit Union is open to members of Catholic Parishes located in the Diocese of Saginaw*, which includes Arenac, Bay, Clare, Gladwin, Gratiot, Huron, Isabella, Midland, Saginaw, Sanilac and Tuscola counties. Employees of the Saginaw Diocese (or Catholic Parishes) Catholic or Non-Catholic. Students and employees of Catholic Schools in the Saginaw Diocese. Relatives of a Catholic Federal Member regardless of where they live, what their religion is or their relationship to the member, by blood or marriage.

*Excluding: Christopher Credit Union.

Membership in Catholic Federal Credit Union is also open to persons who live, work, worship, or attend school in the following Saginaw County census tracts: 1.00, 2.00, 4.00, 6.00, 7.00, 8.00, 9.00, 10.00, 11.00, 12.00, 13.00, 14.00, 16.00, 17.00, 18.00, 19.00, 20.00, 102.00, 103.04, 104.01, 106.00, 107.00, 108.00, 110.00, 111.00, 115.00, 118.00, 129.00 and 130.00.

Membership in the Credit Union is a lifetime membership provided that you keep your membership in good standing. The Credit Union's bylaws provide that "once a member, always a member" so that even if you retire, change or move to a new location outside of the field of membership, you may remain a member of the Credit Union.

Becoming a Member: To become a member of the Credit Union, you must complete a Membership Card and open a Prime Daily Savings Account.

Share Insurance: The Credit Union's funds are insured by the National Credit Union Administration (NCUA), which is the governing body of all federal credit unions. Share accounts in federally insured credit unions are insured up to the Standard Maximum Share Insurance Amount (SMSIA), \$250,000.

You may obtain additional separate coverage on multiple accounts, but only if you have different ownership interests or rights in different types of accounts and you properly complete account forms and applications. For example, if you have a regular share account and an Individual Retirement Account (IRA) at the same credit union, the regular share account is insured up to \$250,000 and the IRA is separately insured up to \$250,000. However, if you have a regular share account, a share certificate, and a share draft account, all in your own name, you will not have additional coverage. Those accounts will be added together and insured up to \$250,000 as your individual account. Additionally, shares denominated in foreign currencies are insured as outlined in NCUA Rules and Regulations.

Coverdell Education Saving Accounts, formerly education IRAs, are insured as irrevocable trust accounts and will be added to a member's other irrevocable trust accounts and insured up to the SMSIA. Roth IRAs will be added together with traditional IRAs and insured up to \$250,000.

Additional coverage is available on revocable trust or payable on death accounts on a per beneficiary basis. A co-owner's interest in all joint accounts in the same credit union will be added together and insured up to the SMSIA.

Signature Card Membership: I hereby make application for membership in and agree to conform to the Bylaws, as amended, of Catholic Federal Credit Union. I certify that: I am within the field of membership of this Credit Union; the information provided on this application is true and correct; and my signature on this card applies to all accounts under my name at this Credit Union. I also agree to be bound to the terms and conditions of any account that I have in the Credit Union now or in the future.

Under penalties of perjury, I certify: (1) That the number shown on this form is my correct taxpayer identification number; and (2) that I am not subject to backup withholding under the provisions of Section 3506(a)(1)(c) of the Internal Revenue Code either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service (IRS) has notified me that I am no longer subject to backup withholding. (Instruction: If you have been notified by the IRS that you are subject to backup withholding due to payee under-reporting and you have not received a notice from the IRS that the backup withholding has terminated, you must strike out the language in clause 2 of the above certification regarding withholding.)

I am a U.S. person (including a U.S. resident alien).

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

Certification if Awaiting Number: Under penalties of perjury, I certify (1) that a taxpayer identification number has not been issued to me, and that I mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future), and (2) that I am not subject to backup

withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service (IRS) has notified me that I am no longer subject to back up withholding. I understand that if I do not provide a taxpayer identification number to the credit union within 60 days, the credit union is required to withhold 20 percent of all reportable payments thereafter made to me until I provide a number.

Joint Share Account Agreement (Not Transferable): Catholic Federal Credit Union is hereby authorized to recognize any of the signatures subscribed in the payment of funds or the transaction of any business for this account. The joint owners of this account hereby agree with each other and with said credit union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any of all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge said credit union from any liability for such payment. The joint owners also agree to the terms and conditions of the account as established by the credit union from time to time. Any or all said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans from the credit union. The right or authority of the credit union under agreement shall not be changed or terminated by said owners, or any of them except by written notice to said credit union, which shall not affect transactions theretofore made.

Closing Your Account Membership: There will be a \$10.00 fee assessed to your Prime Daily Savings when the Account Membership is closed by the account holder/joint owner within the first 12 months of the account opening.

Policy for Minor Accounts

Minors that qualify for membership infants thru age 15: The minimum balance required to establish this account is \$5.00. If the minor is an infant through 15 years of age the account is **required** to be opened jointly with an adult.

Any adult who is a joint owner on an account established for a minor who is an infant through age 15 must provide the credit union with a valid government-issued photo ID, such as a driver's license or passport to ensure compliance with Federal "Customer Identification Program" regulations.

The minor's TIN (Social Security Number) must be used and all named joint owners will have equal access to any funds in the account.

Funds in these accounts are owned by the minor and adult joint owner(s) jointly, with right of survivorship. These funds will be subject to the withdrawal or receipt of any of them, and payment to any of them, or the survivor, or survivors shall be valid and discharge Catholic Federal Credit Union for any liability for such payment. Any and or all Bee Savings Club of said joint owners may pledge all or any part of the shares in this account as collateral for a loan or loans from Catholic Federal. Since the funds belong to all named owners, the funds are subject to the credit union's rights of offset.

Bee Savings Club: A Bee Savings Club account is like our Prime Daily Savings Account, the member must qualify for membership, and the minimum balance is \$5.00. The Bee Savings Club account is for members 12 and under. There are many incentive programs to encourage children to make frequent deposits. An adult age 18 or older must be the contractual signer on the Bee Savings Club accounts.

Minors that qualify for membership age 16 through 17: May apply for the following services only if you have a qualified co-signer, age 18 or older:

- Checking account
- Debit Card
- Visa Credit Card
- Auto Loans

These minor accounts may be individual or joint debit accounts. A minor age 16 or 17 opening an account must provide the credit union with either (i) a valid government-issued photo ID, such as a driver's license or passport; or (ii) a valid school identification card (with photo), to ensure compliance with Federal "Customer Identification Program" regulations. The minor's TIN (Social Security Number) must be used and all named joint owners will have equal access to any funds in the account. Funds in these accounts are owned by the minor and adult joint owner(s) jointly, with right of survivorship. These funds will be subject to the withdrawal or receipt of any of them, and payment to any of them, or the survivor, or survivors shall be valid and will discharge Catholic Federal Credit Union for any liability for such payment. Any and or all of the said joint owners may pledge all or any part of the shares in their account as collateral for a loan or loans from Catholic Federal Credit Union. Since the funds belong to all named owners, the funds are subject to the credit union's rights of offset.

Beneficiary Information and Provisions: Upon the death of the owner, or the last surviving owner if there is more than one, the funds covered by this agreement shall become the property of the beneficiary (ies) listed below who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Prime Daily Savings

Establishing Account: A Prime Daily Savings may be established by filling out a Membership signature card.

Minimum Balance to Open Your Prime Daily Savings: A minimum \$5.00 balance is required to open and maintain the Prime Daily Savings.

Deposits: After you have established your Prime Daily Savings, you may make additional deposits into that account, or establish other types of accounts as described below, at any time and in any amount. We may establish minimum amounts for deposits in your Prime Daily Savings or other accounts.

You can make deposits in person or by mail. You can arrange to have one or more of the following deposits made directly to your Prime Daily Savings: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have an ATM card, you can also make a deposit through one of the automated teller machines equipped to accept deposits. By utilizing CU Online, Express Telephone or Mobile Banking you can also transfer funds from one account to another.

Withdrawing Money from Your Prime Daily Savings Account: As long as you have money in your account, and subject to any applicable state or federal laws and regulations, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"): Your Prime Daily Savings will earn what are known as dividends. Dividends are paid to this account. The Board of Directors sets the rate of interest for accounts. The rates are reviewed from time to time, and dividends are not guaranteed. This is a variable rate account. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Prime Daily Savings for each dividend period. The dividend rate and APY may change every calendar month as determined by the Board of Directors. The dividend rates will be available each business day at our office. The words "dividend" and "interest" may be used interchangeably in this Agreement.

Compounding: We compound your dividends, even though the law does not require it. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual percentage rate (APR).

For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded monthly. The prospective dividend rate for each quarter will be determined in the last month of the previous quarter. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1st.

Crediting Dividends: Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't credit them to your account until the first day of the subsequent dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance to Earn Dividends: You earn dividends on your Prime Daily Savings Account each day that your account balance is \$5 or more. We reserve the right to adjust minimum deposit balance requirements from time to time. If you do not maintain the minimum deposit balance requirement, we reserve the right to close your account. Dividends will begin accruing on the first business day you place a deposit into your account. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

How Withdrawals Affect Dividends: Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis, which applies a daily periodic rate to the principal in the account each day. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability: Funds from deposits you make into your Prime Daily Savings Account may not always be immediately available for withdrawal. 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 deposit.

Transaction Limitations: During any one calendar month, you are permitted to make a total of six (6) withdrawals or transfers from your share (savings) accounts to another credit union account or to a third party by means of preauthorized withdrawal, automatic transfer, telephone order of instruction, Mobile Banking, Express Telephone (ET), CU Online, Money Market Account sharedrafts, or by overdraft share transfers. If you exceed the transfer limitations set forth above in any monthly period, your account may be subject to any applicable fees. Please note if you exceed these transfer limitations during any three calendar months over a 12-month period of time, your account will be subject to any applicable fees and we may reclassify your savings account to a Transaction Account. Contact the credit union at (989) 799-8744 if you have questions. Please see the Fee Schedule for applicable fees.

Beneficiary Information and Provisions: Upon the death of the owner, or the last surviving owner if there is more than one, the funds covered by this agreement shall become the property of the beneficiary (ies) listed below who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule

Mega Money Market Account

Establishing Account and Rate: A Mega Money Market Account may be established by filling out a Money Market signature card. Money Market accounts are savings accounts that generally earn a higher rate of interest than our Prime Daily Savings Accounts. The interest rate and Annual Percentage Yield (APY) for our Money Market Account may change every month as determined by the credit union Board of Directors.

Minimum Balance to Open Your Mega Money Market Account: A minimum \$1,000 balance is required to open and maintain your Mega Money Market Account. If your balance falls below the required minimum we ask that you bring your account balance to satisfactory level. If after 30 days the balance remains below the required minimum we reserve the right to close your Mega Money Market Account.

Deposits: After you have established your Mega Money Market Account, you may make additional deposits into that account at any time and in any amount.

Withdrawing Money from Your Money Market Account: As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"): Your Mega Money Market Account will earn what are known as dividends. Dividends are paid to this account. The Board of Directors sets the rate of interest for accounts. The rates are reviewed from time to time, and dividends are not guaranteed. This is a variable rate account. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Mega Money Market Account for each dividend period. The dividend rate and APY may change every calendar month as determined by the Board of Directors. The dividend rates will be available each business day at our office. The words "dividend" and "interest" may be used interchangeably in this Agreement.

Account Structure:

Tier 1 = up to \$9,999
Tier 2 = \$10,000 plus

Compounding and Crediting Dividend: Dividends will be compounded daily and credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the first day of the subsequent month. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued dividends.

Minimum Balance to Earn Dividend: You earn dividends on your Mega Money Market Account each day that your account balance is more than \$1,000. We reserve the right to adjust minimum deposit balance requirements from time to time. If you do not maintain any such minimum deposit balance requirements we may close your Mega Money Market Account. Dividends will begin to accrue on the first business day you place a deposit into your account. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. If during any day of the month, your account falls below the required minimum daily balance; your account will be subject to loss of dividends for that month.

Dividend Period: For this account, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the end date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1st.

How Withdrawals Affect Dividends: Even though we don't credit your dividends to your account until the date specified above, we calculate it on a daily basis. Therefore, if you make a withdrawal, you won't receive any further interest on that amount from the day you make the withdrawal until the day that interest is credited.

Funds Availability: Funds from deposits you make into your Mega Money Market Account may not always be immediately available for withdrawal. 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 deposit.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Transaction Limitations: During any one calendar month, you are permitted to make a total of six (6) withdrawals or transfers from your share (savings) accounts to another credit union account or to a third party by means of preauthorized withdrawal, automatic transfer, telephone order of instruction, Mobile Banking, Express Telephone (ET), CU Online, Money Market Account sharedrafts, or by overdraft share transfers. If you exceed the transfer limitations set forth above in any monthly period, your account may be subject to any applicable fees. Please note if you exceed these transfer limitations during any three calendar months over a 12-month period of time, your account will be subject to any applicable fees and we may reclassify your savings account to a Transaction Account. Contact the credit union at (989) 799-8744 if you have questions. Please see the Fee Schedule for applicable fees.

Beneficiary Information and Provisions: Upon the death of the owner, or the last surviving owner if there is more than one, the funds covered by this agreement shall become the property of the beneficiary (ies) listed below who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule

Super Saver Club Account

Establishing Account and Rate: A Super Saver Club Account may be established by filling out a Super Saver Club Account signature card. Super Saver Club accounts are savings accounts that generally earn a higher rate of interest than our Prime Daily Savings Accounts.

Minimum Balance to Open Your Super Saver Club Account: A minimum \$25,000 balance is required to open and maintain your Super Saver Club Account. If your balance falls below the required minimum we ask that you bring your account balance to satisfactory level. If after 30 days the balance remains below the required minimum we reserve the right to close your Super Saver Club Account.

Deposits: After you have established your Super Saver Club Account, you may make additional deposits into that account at any time and in any amount.

Withdrawing Money from Your Super Saver Club Account: As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"): Your Super Saver Club Account will earn what are known as dividends. Dividends are paid to this account. The Board of Directors sets the rate of interest for accounts. The rates are reviewed from time to time, and dividends are not guaranteed. This is a variable rate account. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Super Saver Club Account for each dividend period. The dividend rate and APY may change every calendar quarter as determined by the Board of Directors. The dividend rates will be available each business day at our office. The words "dividend" and "interest" may be used interchangeably in this Agreement.

Account Structure:
Tier 1 = \$25,000 to \$49,999
Tier 2 = \$50,000 plus

Compounding and Crediting Dividend: Dividends will be calculated on the actual daily balance without compounding and credited quarterly. If your balance is in excess of \$50,000, dividends on the first \$50,000 will be calculated at the Tier 1 rate and dividends on the amount in excess of \$50,000 will be calculated at the Tier 2 rate. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the first day of the subsequent quarter. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued dividends.

Minimum Balance to Earn Dividend: You earn dividends on your Super Saver Club Account each day that your account balance is more than \$25,000. We reserve the right to adjust minimum deposit balance requirements from time to time. If you do not maintain any such minimum deposit balance requirements we may close your Super Saver Club Account. If during any day of the quarter, your account falls below the required minimum daily balance; your account will be subject to loss of dividends for that quarter.

Dividend Period: For this account, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the end date of such dividend period is March 31. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1st.

How Withdrawals Affect Dividends: Even though we don't credit your dividends to your account until the date specified above, we calculate it on the actual daily balance. Therefore, if you make a withdrawal, you won't receive any further interest on that amount from the day you make the withdrawal until the day that interest is credited.

Funds Availability: Funds from deposits you make into your Super Saver Club Account may not always be immediately available for withdrawal. 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 deposit.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Transaction Limitations: During any one calendar month, you are permitted to make a total of six (6) withdrawals or transfers from your share (savings) accounts to another credit union account or to a third party by means of preauthorized withdrawal, automatic transfer, telephone order of instruction, Mobile Banking, Express Telephone (ET), CU Online, Money Market Account sharedrafts, or by overdraft share transfers. If you exceed the transfer limitations set forth above in any monthly period, your account may be subject to any applicable fees. Please note if you exceed these transfer limitations during any three calendar months over a 12-month period of time, your account will be subject to any applicable fees and we may reclassify your savings account to a Transaction Account. Contact the credit union at (989) 799-8744 if you have questions. Please see the Fee Schedule for applicable fees.

Beneficiary Information and Provisions: Upon the death of the owner, or the last surviving owner if there is more than one, the funds covered by this agreement shall become the property of the beneficiary (ies) listed below who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule

Share Club Accounts (Tuition Club, Vacation Club, Christmas Club, Ol' Faithful)

Establishing Account and Rate: You can elect to open a Share Club Account.

Minimum balance to open a Share Club Account: There is no minimum balance required to open your Share Club Account, but you must maintain a basic membership share of \$5.00 on deposit in your Prime Daily Savings Account to retain any other type of Share Club Account.

Deposits: After you have established your Share Club Account, you may make additional deposits into that account at any time and in any amount.

Withdrawing Money from Your Share Club Account: As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"): Your Share Club Account will earn what are known as dividends. Dividends are paid to this account. The Board of Directors sets the rate of interest for accounts. The rates are reviewed from time to time, and dividends are not guaranteed. This is a variable rate account. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Share Club Account for each dividend period. The dividend rate and APY may change every calendar month as determined by the Board of Directors. The dividend rates will be available each business day at our office. The words "dividend" and "interest" may be used interchangeably in this Agreement.

Compounding Dividends: We compound your dividends, even though the law does not require it. Compounding is more favorable to you, because once dividends have been earned on your account they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual percentage rate (APR).

Dividend Period: For this account type, the dividend period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1 and the ending date of such interest period is January 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded monthly. The prospective dividend rate for each month will be determined in the last week of the previous dividend period.

Crediting Dividends: Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit it to your account until the first day of the subsequent dividend period. Dividends that are credited to your account will be added directly to your account. If you close your account before dividends are paid, you will not receive any accrued dividends.

Minimum Balance to Earn Dividend: You earn dividends on your Share Club Accounts each day that your account balance is more than \$1.00. Dividends will begin to accrue on the first business day you place a deposit into your account. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

How Withdrawals Affect Dividends: Even though we don't credit your dividends to your account until the date specified above, we calculate it on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability: Funds from deposits you make into your Share Club Account may not always be immediately available for withdrawal. 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 deposit.

Distribution of Account for Christmas Club: When you open your Christmas Club Account you can designate what you would like to do with the money you have saved. In October each year the funds will be disbursed according to how you designated.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Transaction Limitations: During any one calendar month, you are permitted to make a total of six (6) withdrawals or transfers from your share (savings) accounts to another credit union account or to a third party by means of preauthorized withdrawal, automatic transfer, telephone order of instruction, Mobile Banking, Express Telephone (ET), CU Online, Money Market Account sharedrafts, or by overdraft share transfers. If you exceed the transfer limitations set forth above in any monthly period, your account may be subject to any applicable fees. Please note if you exceed these transfer limitations during any three calendar months over a 12-month period of time, your account will be subject to any applicable fees and we may reclassify your savings account to a Transaction Account. Contact the credit union at (989) 799-8744 if you have questions. Please see the Fee Schedule for applicable fees.

Beneficiary Information and Provisions: Upon the death of the owner, or the last surviving owner if there is more than one, the funds covered by this agreement shall become the property of the beneficiary (ies) listed below who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule

Share Draft Checking Account

Establishing Account and Rate: A Share Draft Checking Account will be established for those members who have applied for one and met qualifications set by CFCU. By signing the application, you consent to the necessary credit investigation.

Minimum Balance: There is no minimum balance required to open your Checking Account, but you must maintain a basic membership share of \$5.00 on deposit in your Prime Daily Savings Account to retain any other type of sub account.

Regular Share Draft (Checking) Agreement: I/We authorize Catholic Federal Credit Union to establish the Checking Account for me/us. The Credit Union is authorized to pay share drafts signed by me (or by any of us) and to charge all such payments against the shares in this Account. It is further agreed that:

- Only share drafts and other methods approved by the Credit Union may be used to make withdrawals from this Account.
- The Credit Union is under no obligation to pay a share draft that exceeds the fully paid and collected share balance in this Account unless overdraft reimbursement options are available.
- The Credit Union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the share draft.
- When paid, share drafts become the property of the Credit Union and will not be returned either with the periodic statement of this account or otherwise. Copies of such share drafts will be provided, if requested, and the credit union may charge a fee for providing such copies.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft.
- Any objection respecting any item shown on a periodic statement of this Account is waived unless made in writing to the Credit Union before the end of 60 days after statement is mailed.
- This Account is subject to the Credit Union's right to require advance notice of withdrawal, as provided in its bylaws.
- This Account is also subject to such other terms, conditions and service charges as the Credit Union may establish from time to time.

If this Agreement is signed by more than one person, the signers shall be the joint owners of this Account which, in that event, shall be subject to additional terms and conditions.

Additional Terms and Conditions (Joint Checking Agreement): The Credit Union is hereby authorized to recognize any of the signatures subscribed on the Share Draft Agreement in the payment of funds or the transaction of any business for this Account. The joint owners of this Account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to withdraw or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to the Credit Union, which shall not affect transactions theretofore made.

Overdraft Reimbursement Options: I/We hereby authorize the Credit Union to reimburse itself of any draft drawn on this Account which the Credit Union pays, to the extent which such draft exceeds the share balance in this Account, by making loan advances from the loan account.

Deposits: After you have established your Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you.

You can make deposits in person or by mail. You can also arrange to have one or more of the following deposits made directly to your Checking Account: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have an automatic teller machine ATM/Debit card, you can also make a deposit through one of the automated teller machines equipped to accept deposits. You can also transfer funds from one account to another by utilizing Express Telephone or CU Online Home Banking.

Withdrawing Money from Your Checking Account: As long as you have money in your Checking Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union.

Checks: Checks can be ordered through the Credit Union or on CU Online. Your account will be charged for the cost of those checks, which will vary depending on the style ordered. You may select checks from the current styles available.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated.

Funds Availability: Funds from deposits you make into your Checking Account may not always be immediately available for withdrawal. 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 deposit. Information about our funds availability policy is provided to you in the "Funds Availability" section of this disclosure.

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

Overdraft Protection: The Credit Union is under no obligation to pay a check you have written if it would result in the Checking Account being overdrawn (a check written against your Checking Account when insufficient available funds are not on deposit in the account is known as an

NSF check). However, the Credit Union may pay the check and charge the amount of the resulting overdraft plus any applicable service charge against a designated share account. Payment of NSF items into overdraft is a discretionary service and can cease at any time without prior notice. Types of transactions that may be approved for an overdraft are a check, debit card, preauthorized withdrawals, automatic debits or other electronic transfers.

If you have been approved for an Overdraft Line of Credit, you may obtain advances under the terms and conditions of the Overdraft Line of Credit Agreement. The Credit Union has the option of honoring an NSF check or dishonoring it to avoid the creation of an overdraft. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. You agree to immediately deposit sufficient funds to cover any overdraft and service charges.

If this is a joint account, all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any overdraft and service charges, regardless, which of the parties writes the draft that creates an overdraft.

Truncated Checks – Statements: Your canceled checks will not be returned to you; they will become Credit Union property and be held by us (“truncated”) for you. Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty days (60) after the statement is mailed. A copy of any check will be available to you as required by law. You can also view checks online by utilizing CU Online Home Banking services. There may be a fee to obtain a copy of a check.

Stop Payment Order Request: You may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed within 14 days, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action.

Duration of Order: A signed stop payment order is effective at the time we are requested to do so and will expire at 6 months duration. You can renew the stop payment order for an additional 6 month period if a new stop payment order is signed before the first one expires. There is a stop payment fee for each stop payment order we receive.

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

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

Beneficiary Information and Provisions: Upon the death of the owner, or the last surviving owner if there is more than one, the funds covered by this agreement shall become the property of the beneficiary (ies) listed below who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule

Opportunity Checking Account

Establishing Account and Rate: An Opportunity Checking Account will be established for those members 18 years or over who have applied for a Share Draft Checking Account, yet do not meet the underwriting guidelines for such an account, as set by the Credit Union. By signing the application, you consent to the necessary credit investigation.

Minimum Balance: There is no minimum balance required to open your Opportunity Checking Account, but you must maintain a basic membership share of \$5.00 on deposit in your Prime Daily Savings Account to retain any other type of sub account.

Opportunity Checking Account Monthly Maintenance Fee: A monthly Maintenance Fee will be assessed on the first of each month.

Opportunity Checking Requirements: Catholic Federal Credit Union will offer an applicant an Opportunity Checking Account if they do not meet the requirements for the Share Draft Checking Account. Applicants who have a credit score of less than 615 and whom have met the following restrictions qualify for an Opportunity Checking Account: 1) No financial institution-related write-offs; 2) Current on all CFCU related loans and shares; 3) No unpaid tax liens; and 4) No unpaid judgments. An account review will take place after the Opportunity Checking Account has been open and active for 12-months; if there have been no more than six (6) NSF's by check, debit card, or pre-authorized withdrawal, the Credit Union will convert the account to a Share Draft Checking Account.

Opportunity Checking Agreement: I/We authorize Catholic Federal Credit Union to establish the Opportunity Checking Account for me/us. The Credit Union is authorized to pay share drafts signed by me (or by any of us) and to charge all such payments against the shares in this Account. It is further agreed that:

- Only share drafts and other methods approved by the Credit Union may be used to make withdrawals from this Account.
- The Credit Union is under no obligation to pay a share draft that exceeds the fully paid and collected share balance in this Account unless overdraft reimbursement options are available.
- The Credit Union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the share draft.
- When paid, share drafts become the property of the Credit Union and will not be returned either with the periodic statement of this account or otherwise. Copies of such share drafts will be provided, if requested, and the credit union may charge a fee for providing such copies.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft.
- Any objection respecting any item shown on a periodic statement of this Account is waived unless made in writing to the Credit Union before the end of 60 days after statement is mailed.
- This Account is subject to the Credit Union's right to require advance notice of withdrawal, as provided in its bylaws.
- This Account is also subject to such other terms, conditions and service charges as the Credit Union may establish from time to time.

If this Agreement is signed by more than one person, the signers shall be the joint owners of this Account which, in that event, shall be subject to additional terms and conditions.

Additional Terms and Conditions (Joint Opportunity Checking Agreement): The Credit Union is hereby authorized to recognize any of the signatures subscribed on the Opportunity Checking Agreement in the payment of funds or the transaction of any business for this Account. The joint owners of this Account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to withdraw or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to the Credit Union, which shall not affect transactions theretofore made.

Deposits: After you have established your Opportunity Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you.

You can make deposits in person or by mail. You can also arrange to have one or more of the following deposits made directly to your Opportunity Checking Account: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. You can also transfer funds from one account to another by utilizing Express Telephone or CU Online Home Banking.

You will not be granted deposit capability of your ATM or Debit Card during the first 12-months your Opportunity Checking Account is open and active. After 12-months an account review will be completed and the credit union may grant deposit capability at that time.

Withdrawing Money from Your Checking Account: As long as you have money in your Opportunity Checking Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union.

Checks: Checks can be ordered through the Credit Union or on CU Online. Your account will be charged for the cost of those checks, which will vary depending on the style ordered. You may select checks from the current styles available.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated.

Funds Availability: Funds from deposits you make into your Opportunity Checking Account may not always be immediately available for withdrawal. 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 deposit. Information about our funds availability policy is provided to you in the "Funds Availability" section of this disclosure.

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

Overdraft Protection: The Credit Union is under no obligation to pay a check you have written if it would result in the Opportunity Checking Account being overdrawn (a check written against your Opportunity Checking Account when insufficient available funds are not on deposit in the account is known as an NSF check). However, the Credit Union may pay the check and charge the amount of the resulting overdraft plus any applicable service charge against a designated share account. Payment of NSF items into overdraft is a discretionary service and can cease at any time without prior notice. Types of transactions that may be approved for an overdraft are a check, debit card, preauthorized withdrawals, automatic debits or other electronic transfers.

If you have been approved for a Share-Secured Overdraft Line of Credit, you may obtain advances under the terms and conditions of the Overdraft Line of Credit Agreement. The Credit Union has the option of honoring an NSF check or dishonoring it to avoid the creation of an overdraft. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. You agree to immediately deposit sufficient funds to cover any overdraft and service charges.

If this is a joint account, all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any overdraft and service charges, regardless, which of the parties writes the draft that creates an overdraft.

Overdraft Reimbursement Options: I/We hereby authorize the Credit Union to reimburse itself of any draft drawn on this Account which the Credit Union pays, to the extent which such draft exceeds the share balance in this Account, by making loan advances from the Share-Secured Overdraft Line of Credit account.

Truncated Checks – Statements: Your canceled checks will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty days (60) after the statement is mailed. A copy of any check will be available to you as required by law. You can also view checks online by utilizing CU Online Home Banking services. There may be a fee to obtain a copy of a check.

Stop Payment Order Request: You may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed within 14 days, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action.

Duration of Order: A signed stop payment order is effective at the time we are requested to do so and will expire at 6 months duration. You can renew the stop payment order for an additional 6 month period if a new stop payment order is signed before the first one expires. There is a stop payment fee for each stop payment order we receive.

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

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

Beneficiary Information and Provisions: Upon the death of the owner, or the last surviving owner if there is more than one, the funds covered by this agreement shall become the property of the beneficiary (ies) listed below who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her equal share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule

Individual Retirement Share Account

Establishing Account: A member completing an IRA Simplifier Form, and making a contribution may establish an Individual Retirement Account. These accounts are savings accounts that earn interest in the same manner as regular share accounts. Only the individual designated as the primary member on the account may be an owner of an IRA. This Account is not a multiple party account.

Minimum balance to open an IRA Share Account: There is no minimum balance required to open your Individual Retirement Share Account, but you must maintain a basic membership share of \$5.00 on deposit in your Prime Daily Savings Account to retain any other type of sub account.

Deposits: After you have established your IRA, you may make additional deposits into that account at any time and in any amount. We may establish minimum amounts for deposits in these Accounts from time to time. Transaction restrictions may also exist and you will want to refer to your original Individual Retirement Account Agreement.

Withdrawing Money from Your IRA: As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by filling out the appropriate IRA Withdrawal form for reporting purposes. There are no Over the Counter withdrawals for this account.

Rate and Annual Percentage Yield ("APY"): Your Individual Retirement Share Account will earn what are known as dividends. Dividends are paid to this account. The Board of Directors sets the rate of interest for accounts. The rates are reviewed from time to time, and dividends are not guaranteed. This is a variable rate account. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Individual Retirement Share Account for each dividend period. The dividend rate and APY may change every calendar month as determined by the Board of Directors. The dividend rates will be available each business day at our office. The words "dividend" and "interest" may be used interchangeably in this Agreement.

Compounding Dividends: We compound your dividends, even though the law does not require it. Compounding is more favorable to you, because once dividends have been earned on your account they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate.

Dividend Period: For this account type, the dividend period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1st and the ending date of such interest period is January 31st. All other dividend periods follow this same pattern of dates. Dividends will be compounded monthly. The prospective dividend rate for each month will be determined in the last week of the previous dividend period.

Crediting Dividends: Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit it to your account until the first day of the subsequent dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued dividends.

Minimum Balance to Earn Dividend: You earn dividends on your IRA each day that your account balance is more than \$1.00. We reserve the right to adjust minimum deposit balance requirements from time to time.

How Withdrawals Affect Dividends: Even though we don't credit your dividends to your account until the date specified above, we calculate it on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability: Funds from deposits you make into your IRA Account may not always be immediately available for withdrawal. 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 deposit.

Accrual and Nature of Dividends: Dividends will begin to accrue on the first business day you place a deposit into your account. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Transaction Limitations: Please refer to your original Individual Retirement Account Agreement. IRA's have transaction and withdrawal restrictions.

Outgoing Transfer Request: There will be a service fee assessed for each Outgoing Transfer Request.

Beneficiary Information and Provisions: Upon the death of the owner, the funds covered by this agreement shall become the property of the named beneficiary (ies) who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule.

IRA Super Saver Club Account

Establishing Account and Rate: A member completing an IRA Simplifier Form, and making a contribution may establish a Super Saver Individual Retirement Account (IRA). These accounts are savings accounts that earn interest in the same manner as regular share accounts. Only the individual designated as the primary member on the account may be an owner of an IRA. This Account is not a multiple party account. The interest rate and Annual Percentage Yield (APY) for the IRA Super Saver Club Account Money Market Account may change every quarter as determined by the Credit Union Board of Directors.

Minimum Balance to Open Your IRA Super Saver Club Account: A minimum \$25,000 balance is required to open and maintain your IRA Super Saver Club Account. If your balance falls below the required minimum we ask that you bring your account balance to satisfactory level. If after 30 days the balance remains below the required minimum we reserve the right to close your IRA Super Saver Club Account.

Deposits: After you have established your IRA Super Saver Club Account, you may make additional deposits into that account at any time and in any amount.

Withdrawing Money from Your IRA Super Saver Club Account: As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by filling out the appropriate IRA Withdrawal form for reporting purposes for an IRA. There are no Over the Counter withdrawals for this account.

Rate and Annual Percentage Yield ("APY"): Your Super Saver Club Account will earn what are known as dividends. Dividends are paid to this account. The Board of Directors sets the rate of interest for accounts. The rates are reviewed from time to time, and dividends are not guaranteed. This is a variable rate account. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Super Saver Club Account for each dividend period. The dividend rate and APY may change every calendar quarter as determined by the Board of Directors. The dividend rates will be available each business day at our office. The words "dividend" and "interest" may be used interchangeably in this Agreement.

Account Structure:

Tier 1 = \$25,000 to \$49,999
Tier 2 = \$50,000 plus

Compounding and Crediting Dividend: Dividends will be calculated on the actual daily balance without compounding and credited quarterly. If you balance is in excess of \$50,000, dividends on the first \$50,000 will be calculated at the Tier 1 rate and dividends on the amount in excess of \$50,000 will be calculated at the Tier 2 rate. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the first day of the subsequent quarter. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive any accrued dividends.

Minimum Balance to Earn Dividend: You earn dividends on your IRA Super Saver Club Account each day that your account balance is more than \$25,000. We reserve the right to adjust minimum deposit balance requirements from time to time. If you do not maintain any such minimum deposit balance requirements we may close your IRA Super Saver Club Account. If during any day of the quarter, your account falls below the required minimum daily balance; your account will be subject to loss of dividends for that quarter.

Dividend Period: For this account, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the end date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1st.

Accrual of Dividends on Non-Cash Deposits: Dividends will begin to accrue on the first business day you place non-cash items (for example, checks) to your account.

How Withdrawals Affect Dividends: Even though we don't credit your dividends to your account until the date specified above, we calculate it on the actual daily balance. Therefore, if you make a withdrawal, you won't receive any further interest on that amount from the day you make the withdrawal until the day that interest is credited.

Funds Availability: Funds from deposits you make into your IRA Super Saver Club Account may not always be immediately available for withdrawal. 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 deposit.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Transaction Limitations: There is a limit of three (3) withdrawals per month from this Super Saver IRA Account. IRA's have transaction and withdrawal restrictions. Please refer to your original Individual Retirement Account Agreement.

Beneficiary Information and Provisions: Upon the death of the owner, the funds covered by this agreement shall become the property of the named beneficiary (ies) who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule.

Term Share Certificate / IRA Certificate Account

Establishing Account and Rate: 3-month Share certificate Accounts, 6-month Share certificate Accounts, 12-Month Share certificate Accounts, 18-Month Share certificate Accounts, 24-Month Share certificate Accounts, 30-Month Share certificate Accounts, 36-Month Share certificate Accounts, and 48-Month Share certificate Accounts, as well as any special term offered through the Credit Union (we will refer to these as "Certificates") may be established by a member accepting the Terms and Conditions and making the required minimum deposit. Certificates are savings accounts (also known as "Term Share Accounts") that generally earn a higher rate of interest than other savings accounts. The interest rate and APY for Certificates is fixed. Once you purchase a Certificate, your interest rate will not be changed or recalculated during the term of that certificate. The APY assumes that interest earned will remain on deposit until maturity. A withdrawal from this account will reduce earnings.

Minimum Balance to Open Your Term Share Certificate/IRA Certificate Account: A minimum balance of \$500 is required to open a Youth Share Certificate. A minimum balance of \$1,000 is required to open all other Share Certificates.

Withdrawing Money from Your Term Share Certificate Account: As long as you have money in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, including the Truth in Savings Disclosure, and the Credit Union's Bylaws, money can be withdrawn from your account by any method approved by the Credit Union. If you withdraw any principal before the maturity date of the Certificate, you will be assessed a penalty of 90 days of dividends for certificate terms less than 12 months; 180 days of dividends for certificate terms of 23 months – 12 months; and 365 days for certificate terms of 24 months or more. IRA withdrawals need special handling for reporting purposes.

Rate and Annual Percentage Yield ("APY"): Your Account will earn a monthly dividend, at the rate established by the Credit Union's Board of Directors. The Board of Directors reviews the annual percentage yield (APY) it pays on your Certificate Account each dividend period. The dividend rate and APY may change every month as determined by the Board of Directors. The dividend rates will be available each business day at our office.

Compounding Dividends: Compounding is more favorable to you, because once dividends have been earned on your account they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate. For this account type, the dividend period for a certificate of 3 to 11 months, is monthly, for certificates from 12-48 months it is quarterly. Dividends will be compounded monthly or quarterly as applicable.

Crediting Dividends: Dividends will be credited monthly or quarterly depending on the term of the certificate. 3-11 months is monthly, 12-48 months is quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit it to your account until the first day of the subsequent dividend period. Dividends that are credited to your account will be added directly into your account unless you make prior arrangements at the time of purchasing the certificate. If you close your account before dividends are paid, you will not receive any accrued dividends.

Minimum Balance to Earn Dividend: You earn dividends on your Certificate each day that your account balance is more than \$500 for Youth and Coverdell IRA, or \$1,000 for all other types of share certificates. We reserve the right to adjust minimum deposit balance requirements from time to time. Dividends will begin to accrue on the first business day you place a deposit into your account. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

How Withdrawals Affect Dividends: Even though we don't credit your dividends to your account until the date specified above, we calculate it on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

Funds Availability: Funds from deposits you make into your Certificate may not always be immediately available for withdrawal. 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 deposit.

Maturity / Renewal Policy: Certificate does not automatically renew. At the time of maturity the funds will be deposited into the primary owner's Prime Daily Savings or Sub-Share Account elected by the member at account opening.

Beneficiary Information and Provisions: Upon the death of the owner, the funds covered by this agreement shall become the property of the named beneficiary (ies) who is alive at that time. In addition, each such beneficiary shall have the power to withdraw only his or her share of the remaining account balance together with any accumulations on such amount. No beneficiary shall have any right under any circumstances to change the terms and conditions of this agreement.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule.

Fiduciary Accounts

Accounts for Trusts: Members who maintain a minimum \$5.00 membership share in the Credit Union can open a separate membership account for a Revocable Living Trust provided all Settler-Trustees of that Trust are members of the Credit Union in their own right.

Products and Services: The following types of financial products and services will be available to Trusts:

- Regular Share Accounts
- Checking Accounts
- Money Market Accounts
- Term Share Certificate Accounts
- Super Saver Accounts
- Loan Products

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

Documentation: In order to open an account for a Trust, you agree to provide such documentation as is required by the Credit Union with regard to the Trust, including, but not necessarily limited to, an Abstract or Affidavit of Trust prepared by the attorney who drafted the Trust. Revocable trust agreements must be drawn up by a licensed attorney.

The Credit Union reserves the right to refuse membership to a Trust when it is not drafted in accordance with and governed by the laws of the State of Michigan.

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

Withdrawals: All sums paid to the Credit Union on shares/deposits (less setoff allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. The Settler-Trustees as indicated on the Membership Card must make such demand for Accounts Opened by Fiduciaries. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account. Only methods approved by the Credit Union may be used to make withdrawals from the account.

Funds Availability: Funds from deposits you make into your Revocable Trust Account may not always be immediately available for withdrawal. 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 deposit.

Account for Conservator, Guardian, Personal Rep, Rep Payee, Other: Members who maintain a minimum \$5.00 membership share in the Credit Union can open a separate membership account as a Fiduciary for another named Person or estate. For example, an account can be opened by a Conservator, Guardian, Personal Representative, Representative Payee, etc. These accounts are referred to collectively as "Fiduciary Accounts", and the individuals or estates for whose benefit they are opened are referred to collectively as "Protected Persons." The member opening the account will be referred to as the "Fiduciary." As Fiduciary, you understand and agree that you owe the Protected Person a fiduciary responsibility to care for his or its property, including funds held on deposit in this Account, and you understand and agree that funds in this Account may not be pledged as security for any purpose.

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

- Regular Share Accounts
- Checking Accounts
- Money Market Accounts
- Term Share Certificate Accounts
- Super Saver Accounts

We reserve the right not to allow certain accounts to be opened as Fiduciary Accounts. To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals govern Fiduciary Accounts.

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

The Credit Union reserves the right to refuse to open a Fiduciary Account when such documentation does not derive from the authority of the laws of the State of Michigan.

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

Withdrawals: All sums paid to the Credit Union on shares/deposits (less setoff allowed by law and/or provided by contract) shall be paid on proper withdrawal demand by the named Fiduciary. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by Court Order.

Funds Availability: Funds from deposits you make into your Fiduciary Account may not always be immediately available for withdrawal. 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 deposit.

Share Insurance: Information pertaining to Share Insurance is provided at the beginning of this agreement.

Fees: Please see Fee Schedule

Funds Availability Policy

The following information describes the Credit Union's policy of holding items deposited into an S4 Checking Account (also known as "transaction accounts") before funds are made available to you for withdrawal. This is what is called a Funds Availability Policy. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check or other order to third persons, and also an unlimited number of telephone and preauthorized transfers to third persons or other accounts you may have with us. Funds availability policies for accounts that are not transaction accounts are described elsewhere in this Agreement.

In general, our policy is to make funds from your deposits made to your transaction accounts available to you on the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please ask if you are unsure about when a particular deposit will be available for withdrawal.

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

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. Funds may not be available until the second business day. The first \$200 of your deposits, however, will be made available on the first business day.

If your deposit is made directly to one of our employees, and if we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

Deposits at Automated Teller Machines. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) may not be available until the second business day after the day of your deposit. If you make a deposit at an ATM on a day Catholic Federal Credit Union offices are not open, we may consider the deposit made on the next business day we are open.

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

Holds on Other Funds (Other Account). If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

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 deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

“Same-Day” Availability

The following checks will be given “same-day” availability, if payable to you and all endorsement guidelines are met. Same-day availability means that no holds will be placed on the check. These checks include:

- U.S. Treasury Checks which include social security, civil service, military payments, and federal agency check salaries, IRS returns, and VA compensation and railroad annuities.
- U.S. Postal Money Orders.
- Federal Reserve Bank or Federal Home Loan Bank checks.
- State of Michigan and local Michigan government checks including city, county, township and village checks.
- “Depository checks” including local cashiers checks that can be verified and certified checks.

Wire Transfer Agreement and Notification (Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfers services provided by the Credit Union.

Catholic Federal Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B—Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or drivers license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation. For security reasons you must also supply us with a password to take wire transfer orders over the phone. These must be submitted in writing before any transactions can occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses (“ACH”), the operating rules of the National Automated Clearing House Association (“NACHA”) will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act (“Regulation E”). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.

Electronic Funds Transfer Agreement & Disclosure

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at Catholic Federal Credit Union. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user (s). The words “we”, “us” and “our” mean Catholic Federal Credit Union. The abbreviation “PIN” or word “password” means a personal identification number or code word. Types of transactions include, either alone or in association with one another include:

- ATM/Debit Card Transaction
- CU-Online
- Direct Deposit
- Electronic Check Conversions
- E.T. (Express Telephone)
- Mobile Banking
- Pre-Authorized Withdrawals

ATM Card

You may use the automated teller machine (ATM) card and PIN issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate. Unless you specify a different account during ATM

transactions, your Prime Daily Savings will be used for your transactions.

Available Transactions:

- Make deposits to your savings or checking account
- Withdraw cash from your savings or checking account
- Transfer funds between your savings and checking accounts
- Obtain balance information regarding your account(s)
- Make point-of-sale (POS) transactions with your card and PIN to purchase goods or services at POS terminals that carry the network logo(s)

Limitations on Frequency and Amount: You may withdraw up to a maximum of \$600 (If there are sufficient funds in your account) in one day. For security purposes, there are limits on the frequency and amount of transfers you may make at ATMs. Point-of-Sale (POS) and/or PIN transactions are limited to \$1,000 in one day.

Fees and Charges for ATM Transactions: A fee may be imposed by a non-Catholic Federal ATM operator when you, the consumer, initiates an electronic fund transfer or make a balance inquiry, and by any network used to complete the transactions.

Unlimited free withdrawals at our on-site ATM locations.

- 6180 State St. Saginaw, MI (Walk Up and Drive Up terminal)
- 915 South Euclid Ave., Bay City, MI (Drive Up)
- 1504 Cass Ave., Bay City, MI (Drive Up)
- 3015 Center Ave., Essexville, MI (Drive Up)
- 1002 South Washington Ave., Saginaw, MI (Drive Up)

Debit Card

Your debit card can be used to pay for purchases at many merchants in place of writing a check. You can use your card for POS or debit payment anywhere MasterCard is accepted. Your purchase will be automatically deducted from your checking account.

Available Transactions:

- Purchase goods and services by swiping your card and signing at locations that accept MasterCard.
- Make deposits to your savings or checking account
- Withdraw cash from your savings or checking account
- Transfer funds between your savings and checking accounts
- Obtain balance information regarding your account(s)
- Make point-of-sale (POS) transactions with your card and PIN to purchase goods or services at POS terminals that carry the network logo(s)
- Access your Line of Credit account
- Order goods or services via Internet, mail or telephone from places that accept MasterCard

Liability for Unauthorized Debit Card and POS Transactions. Tell us, AT ONCE, if you believe your debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your debit card will not exceed (A) Zero dollars (\$0.00) if the conditions set forth below have been met, or (B) if those conditions have not been met, the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Zero liability will apply only if: (1) you can demonstrate that you have exercised reasonable care in safe-guarding your card from risk of loss or theft; and (2) you have promptly notified us of the loss or theft through one of the methods below.

These liability limits apply only to United States issued MasterCard branded consumer cards. If the transaction does not meet the conditions set forth above, these limits with respect to unauthorized transactions may be exceeded to the extent allowed under applicable law.

'Unauthorized user' means the use of your point of sale debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and for which you receive no benefit. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth below. This will help prevent unauthorized access to your account and minimize any convenience. MasterCard is a registered trademark of MasterCard International Incorporated.

Consumer Liability. Tell us at once if you believe your card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN and we can prove we could have stopped someone from using your card or PIN 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, including those made by card, PIN or other means, 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, providing we can prove that we could have stopped someone from taking the money had you told us in time.

If you believe your card/PIN has been lost or stolen call or that someone has transferred money or may transfer money from your accounts without your permission contact the credit union at (800) 798-2328 or write CFCU Accounting Department at P.O. Box 6338, Saginaw, MI 48608. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Personal Identification Number (PIN). The ATM PIN or POS PIN issued to you is for your security purposes. The numbers are confidential

and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

Termination of ATM and POS Services.

You agree that we may terminate this Agreement and your use of the ATM Card or POS services, if:

- You or any authorized user of your ATM PIN or Debit card or PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN or Debit card or PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the 1st business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

CU-Online

We provide Home Banking services to our members through CU-Online. CU-Online is available through the Internet, 24 hrs a day.

Available Transactions:

- Update mailing address, phone number, and email address
- Withdraw from your accounts by check
- Transfer funds between your accounts
- Obtain balance/history information regarding your account(s) including outstanding debit card authorizations
- Make loan payments from your accounts
- Access your Overdraft/Home Equity Line of Credit account
- Make bill payments to preauthorized creditors
- Place stop-payments on checks
- Purchase a Certificate
- Enroll in and Access e-Statements and e-Notices
- Enroll in Mobile Banking
- Export account transactions into Quicken
- Set up inter-account automatic transfers
- Apply for a checking account, debit card, mortgage or loan
- Order personal checks
- You may transfer funds between your own savings/loan accounts as well as transfer funds to other CFCU accounts that you are able to identify with account number and member last name.

CU Online is available virtually around the clock, seven days a week. Due to computer scheduling, there will be times when CU Online will be unavailable, or times when only account inquiries will be possible. This most likely times this may happen is 6:30-8:30am on business days, and all evening on the last day of the month.

You understand that the Credit Union reserves the right to discontinue your access to CU Online without notice and will not be liable for failure to honor any CU Online transactions. Transactions made on CU Online are binding only after verification by the Credit Union.

The total dollar amount of transactions by CU Online is subject to limits set by the Credit Union, and sufficient verified funds must be available to satisfy transaction instructions.

There is no charge to access CU Online at this time. The Credit Union reserves the right, however, to impose service charges at a future date if notice is given. Amendments to this Agreement may be provided to you in accordance with applicable laws, without restatement of the terms.

Express Telephone (E.T.)

In order to utilize Express Telephone for your accounts, you will be assigned a separate PIN. You understand that you must use your PIN along with your account number to access your accounts. At present time, you may use Express Telephone to:

- Withdraw from your accounts by check
- Transfer funds between your accounts
- Obtain transaction history on your accounts
- Obtain balance information regarding your account(s)
- Access your Overdraft/Home Equity Line of Credit

You are responsible for the safekeeping of your E.T. PIN and will not permit unauthorized use of it. If your PIN is disclosed to anyone other than a joint owner on your account, you will notify the credit union immediately and send written confirmation. You understand that you are responsible for any transactions completed by anyone to whom you have disclosed your PIN. You waive all claims against the credit union for loss or damage not caused by the credit union's negligence, which you might incur through unauthorized use of your PIN.

E.T. is available virtually around the clock, 7 days a week. Due to computer scheduling, there will be times when E.T. will be unavailable, or times when only account inquiries will be possible. The most likely time this may happen is between 6:30 a.m. – 8:30 a.m. on business days, and all evening on the last day of the month. You understand that the credit union reserves the right to discontinue access to E.T. without notice and will not be liable for failure to honor any E.T. transactions. Transactions made through E.T. are binding on the credit union only after verification by the credit union.

The total dollar amount of transactions by E.T. is subject to limits set by the credit union and sufficient verified funds must be available to satisfy transaction instructions. There is no charge for access to E.T. at this time. The credit union reserves the right, however, to impose service charges at a future date if proper notice is given. Amendments to this Agreement may be provided to you, in accordance with applicable laws, without restatement of the terms.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using the information from your check to (i) Pay for purchases or (ii) Pay bills.

Access Device. An access device is a card, PIN or other means of access to a consumer's account, or any combination thereof, that may be used by the consumer to initiate EFTs. A check used to capture information is considered an access device, unless it is used to capture MICR (Magnetic Ink Character Recognition) encoding to initiate a one-time ACH debit. The transaction is covered under Regulation E, even if the check is not an access device.

Mobile Banking

We provide Mobile Banking to our members. This is a convenient way for members to have handheld access of their account details. Mobile Banking is a service that uses a wireless Internet connection on your mobile phone and/or text messaging to access your credit union account information. WAP, APP & Text Banking are available for members to utilize. There is no charge to access Mobile Banking. Standard text messaging fees may apply through your cell phone carrier for members using text banking.

Enrollment. Members log into their CU-Online Home Banking account and click on Mobile Banking. See Mobile Deposit End User License Agreement and Terms for Mobile and Mobile Deposit Services.

At the present time, you may use Mobile Banking to:

- Check Balances
- Review Account History
- Transfer Funds
- Schedule Bill Pay payments
- Find Branch and ATM Locations
- Mobile Deposit

The Credit Union reserves the right to impose service charges at a future date if notice is given. Amendments to this Agreement may be provided to you in accordance with applicable laws, without restatement of the terms.

END USER LICENSE AGREEMENT AND TERMS FOR MOBILE BANKING AND MOBILE DEPOSIT SERVICES

1. General. Access to the services via your mobile device is powered by the proprietary mobile technology solution owned by FIS Mobile, Inc. (the "Licensor"). The Licensor is not the provider of any of the services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software. Such materials, information, products and services are made available to you by your Service Provider.

2. Ownership. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the terms of this Agreement.

3. License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your Service Provider's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

4. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

5. Updates. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

6. Text Messages. Text messaging services are provided by your Service Provider and not by any other third party. You and your Service Provider are solely responsible for the content transmitted through text messages sent between you and your Service Provider. You must provide source indication in any text messages you send (e.g. mobile telephone number, From field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

7. Consent to Use of Data. You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

8. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Export Restrictions. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

11. U.S. Government Restricted Rights. The Product is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

12. Miscellaneous. This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Mobile Deposit Application End User License Agreement

Description of Application. (a) Mobile Deposit is a personal financial information management service that allows you to transmit and deposit checks and other financial instruments through use of the Application provided by us through our online banking services using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control (the "Service"). (b) We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

License and Restrictions. (a) Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, nonexclusive, nonsublicensable, nonassignable, nontransferable, nonresellable license and right to use the Application for the sole purpose of your use of the Service. (b) You acknowledge and agree that any and all intellectual property rights (the "IP Rights") in the Service and the Application are and shall remain the exclusive property us. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service and Application, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties. (c) You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Application or Service or any part thereof without our prior written consent. (d) You agree not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application, the Service, or any part thereof. You agree not intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service or Application to connect to any computer server or other device not authorized by us. (e) We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Service or Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service or Application. (f) We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application, and any such maintenance and support services provided will be provided at our discretion. (g) You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Application by you, including, your location, device based

location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing the Services. This license shall survive termination of this Agreement for such period as necessary for us to provide the Services, comply with the law, or comply with an internal guidelines or procedures.

Compliance and Indemnification. (a) You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations. (b) Any image of a check that you transmit using the Application must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements (c) You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned. (d) In the event any item that you transmit for remote deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account. (e) You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items. (f) You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at your branches or through your ATMs or by mailing the original check to your bank at its then current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit. (g) Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction. (h) You make the following warranties and representations with respect to each image of an original check you transmit to utilizing the Application: (i) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check. (ii) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate. (iii) You will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid. (iv) Other than the digital image of an original check that you remotely deposit through the Application, there are no other duplicate images of the original check. (v) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check. (vi) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item. (vii) The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change. (viii) You have not knowingly failed to communicate any material information to us. (ix) You have possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment. (x) Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems. (xi) In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact you regarding such error or breach as set forth below. (i) You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, and agents, licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

Rules, Laws and Regulations. You agree to abide by and comply with all local, state, and federal rules, laws and regulations. These rules include but are not limited to Regulation CC "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act). The Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this agreement and as amended from time to time.

Service and Funds Availability. Once approved for the CFCU Mobile Deposit program, you may use the services to deposit checks into your account(s) with the Credit Union, subject to the terms of this agreement. Checks deposited through the services will be converted to image items for processing. The services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Agreement and Truth-In-Savings schedule, which govern the use of your account. We are notifying you in advance that deposits made by the CFCU Mobile Deposit program do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. You agree to receive notice of extended hold times via the e-mail address provided in your Account Application. The maximum single CFCU Mobile Deposit is \$5,000.00. The maximum number of items per day is ten (10).

Returned Deposits. Any credit to your account using CFCU Mobile Deposit is provisional. If a check deposited through CFCU Mobile Deposit is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Member Eligibility. You understand that you must be a Catholic Federal Credit Union member in good standing, and meet other pre-determined qualifying factors to qualify for the services. To determine if you are eligible for these Services contact the Member Call Center at 989-799-8744 ext. 1 or 800-798-2328 ext. 1.

Access. To use CFCU Mobile Deposit, you must have a compatible mobile device with our system, access to telecommunication services necessary for the CFCU Mobile Deposit service. Application upgrades may be required from time-to-time for continued use of the services.

Equipment or System Failure. In the event of a system failure, you agree that, in order to deposit your checks, you must deliver them directly to a Credit Union branch office for processing. If the checks were scanned prior to the system failure, you must obtain our approval before delivering the checks to a branch office for processing.

Hours of Access. Services are available 24 hours per day, 7 days per week, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Transmission deadlines and funds availability terms and conditions apply.

Transmission Deadlines. Transmissions originate from the Credit Union offices in Saginaw, Michigan. Image item deposits initiated through the System before 3:00 p.m. Eastern Time on a business day are posted to member's account the same day, subject to funds availability. In the event that we receive an image item from you after 3:00 p.m. Eastern Time, or on a day that is not a business day, the Image item is considered as received by us at the opening of the next business day. For the CFCU Mobile Deposit program a business day is describe as Monday through Friday, except for Federal holidays, and holidays observed by the State of Michigan. You are responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

Authorized Users. The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid member and user login IDs and passwords, including such persons who may not be signers on member's account. Except as otherwise provided by law, you will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the services. You agree to provide each authorized user a copy of these terms in connection with their use of the services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the services without prior notice if we are unable to confirm any person's authority to access the services or if we believe such action is necessary for security reasons.

Security. You understand the importance of your role in preventing misuse of your accounts associated with the CFCU Mobile Deposit program, and you agree to promptly examine your paper or electronic statement for each of your Credit Union accounts as soon as you receive it and notify us of any errors in accordance with your Account Membership Agreement. You agree to protect the confidentiality of your accounts and account number and passwords. Data transmitted via the services is encrypted in an effort to provide transmission security. CFCU Mobile Deposit utilizes identification technology to verify that the sender and receiver, of transmissions related to the services can be appropriately identified by each other. Notwithstanding our efforts to ensure the services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot, and do not, warrant that all data transfers utilizing CFCU Mobile Deposit, or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call us immediately at our Member Contact Center at the number in the contact information section of this agreement.

Use of Services. As a condition to using the services, you agree that you are solely responsible for the use of the Services and that you will use the Services in accordance with this agreement. You agree not to attempt to circumvent the security features of the services or the system or make any improper or unauthorized transfer of funds from accounts via the services or the system. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the system and the services as well as accessing or using the system or the services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the services or the system by you or your authorized users.

You are prohibited from using the services for any activity that:

1. Would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
2. Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
3. Directly or indirectly related to the use of the services that is illegal or fraudulent.

Deposit of Original Checks. You agree that no check deposited to the Credit Union shall cause funds to be debited more than once from the account of the maker. You agree that the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Credit Union (unless we instruct you to do so) or under any circumstances with any other financial institution.

Check Retention Period. You agree that you will preserve the originals of all checks, processed through the services pursuant to this agreement for fifteen (15) calendar days after the day of deposit ("Retention Period"). After you receive the "Deposit Successful" message, write "CFCU Mobile Deposit" on the check front. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the retention period, shall be exclusively on the member.

Destruction of Original Checks. You will be fully responsible for the destruction of the checks. You agree to use commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical check in the check collection process or with a lost, destroyed, stolen or misplaced check shall be exclusively on the member.

Member Representations and Warranties. You represent and warrant that all checks transmitted through the use of the services are made payable to the member, all signatures and endorsements on each check are authentic and authorized, and each check has not been altered.

Prohibited Checks. You agree that checks scanned through the use of the services will not;

- be payable to any person or entity other than you;
- be prohibited by, or received in violation of, any law, rule or regulation;

- be known or suspected (or should have known or suspected) as fraudulent or otherwise authorized by the owner of the account on which the check is drawn;
- have been previously cashed or deposited;
- be post-dated or more than six (6) months old;
- be payable to cash;
- be irregular in any way;
- bear a signature of the person on whose account the check is drawn; or
- be drawn on financial institutions that are located outside the United States.

Endorsement of Checks. You agree to properly endorse each check prior to submitting such check through the use of the services.

Adjustments. Once an image item is captured, the system will display captured encoded fields for your review. You will be required to make corrections to encoding not read or missing from the scanned check, including entering the legal amount of the check. We reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are to correct mistakes in the value of image items deposited, mistakes in encoding, or for missing or illegible image items.

Termination. (a) This Agreement and your use of the Service and Application may be immediately terminated if you use of the Application in a manner that violates any term of this Agreement or any other applicable agreement between you and us. (b) Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

Confidentiality. You acknowledge that we will disclose information to third parties about Your account or the image items you deposit:

1. To enable Your access to the services and the system,
2. When it is necessary for completing deposits, and
3. As required by law.

NOTE: Items deposited using CFCU Mobile Deposit is subject to our verification and final inspection process. We may at any time deposit an image item or return all or part of a deposit of multiple image items to you without prior notice. We are under no obligation to inspect or verify any image item to determine accuracy, legibility or quality of the image item or MICR line information associated with the image item, or for any other purpose. However, we may correct or amend MICR line information associated with an image item to facilitate processing of the image item or a substitute check created from that image item. We may process and collect an image item or a substitute image item through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions. We may hold and use funds in any deposit account of yours following termination of this Agreement and the services for such time as we reasonably determine to be necessary for us to be assured that no image item processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible, with such right being in addition to any other rights we may have with respect to your accounts. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network, our representations and warranties to others with regards to image items and substitute checks may expose the Credit Union to claims for several years following processing of any particular image item or substitute check.

a. If a payor financial institution returns an image item to us for any reason, we may charge your applicable account for the returned image item, whether or not the return is timely and proper, and we may further either:

1. Return the image item to you; or
2. Re-present it to the payor financial institution before returning it to you.

Items may be returned as image items, rather than substitute checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against us or seeks a re-credit with respect to any image item processed, we may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

b. Immediately suspending the services or the system or the processing of any check or corresponding electronic image item if we have reason to believe that there has been a breach in the security of the services or system, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic image items, including the right to process electronic image items on a collection basis at any time; and

c. Refusing to process any non-conforming image items, including without limitation any image items that do not meet the definition of a "check" set forth herein.

Governing Law. This Agreement shall be construed in accordance with Michigan law and the laws of the United States of America. We and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this agreement, will exclusively be in the state or federal courts located in Saginaw County Michigan.

Severability. If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

Acceptance. Your use of the services constitutes your acceptance of this agreement. The credit union reserves the right to change the terms for the services described in this agreement by notifying you of such change in writing and we may amend, modify, add to, or delete from this agreement from time to time. Your continued use of the services will indicate your acceptance of the revised agreement.

Legal Compliance and Export Restrictions. (a) You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

Warranty Disclaimer. (a) WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE APPLICATION OR SERVICES. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE APPLICATION. (b) WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK, WHICH YOU UTILIZE TO ACCESS THE APPLICATION OR USE SERVICE. (c) YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE APPLICATION ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION. (d) THE SERVICES AND APPLICATION PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES AND LICENSED APPLICATION SHALL BE BORNE SOLELY BY YOU. (e) THERE IS NO WARRANTY THAT THE SERVICES AND APPLICATION WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES AND APPLICATION WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE AND APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF THE SERVICES AND LICENSED APPLICATION. (f) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. (g) SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

Limitation of Liability. (a) IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC (INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS) OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE GREATER OF FIVE HUNDRED DOLLARS OR THE TOTAL AMOUNT PAID, IF ANY, BY YOU FOR THE LICENSED APPLICATION AND ANY MONTHLY FEES CHARGED TO YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

General Information. (a) If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties original intent, and the remaining portions shall remain in full force and effect. (b) The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. (c) You agree not to transfer or assign this Agreement or any of your rights under this Agreement. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives. (d) The provisions of this Agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason. (e) The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Preauthorized EFT's

Direct Deposits. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings, Money Market, or checking account.

If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments, you must notify us at least 30 days prior to the next scheduled direct deposit if you wish to cancel the direct deposit. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account.

Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and checking accounts.

Stop Payment Rights. If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification.

Duration of Order: A signed stop payment order is effective at the time we are requested to do so and is binding for a one time stop or indefinitely if the member intends to stop all future payments to that originator.

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Transactions Limitations: During any calendar month, you may not make more than six (6) withdrawals or transfers from your share accounts, other than checking, to another credit union account of yours or to a third party by means of preauthorized or automatic transfer or telephonic order of instruction. If you exceed the transfer limitations set forth above in any monthly period, your account may be subject to any applicable fees, we may eliminate your ability to make such transfers and/or we may be required to close your account.

Fees: Please see Fee Schedule

Right to Receive Documentation

Periodic Statement. If you have a checking account you will receive a monthly account statement from us. If you have a savings account, you will receive a quarterly account statement unless there has been an electronic transaction take place; in this case you will receive a monthly statement.

Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using one of our ATMs or purchase at a POS terminal.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (989) 799-8744 or (800) 798-2328 to find out whether or not the deposit has been made.

Our 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 enough money in your account to make the transfer;
- If the money in your account is subject to legal process or other claim restricting such transfer;
- If the transfer would go over the credit limit on your 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 transaction, despite reasonable precautions that we have taken;
- There may be exceptions stated in our agreement with you

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. 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 this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Definition of Business Day: Business days are Monday through Friday, excluding holidays.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs.

We reserve 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.

Fees and Charges

Subject to applicable law, you agree to pay us the fees and charges shown in the schedules as they are applicable to your account or for the other services performed by us. You agree that the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft or your account expense.

Error Resolution

In case of errors or questions about your electronic transfers from your savings or checking account or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Call us at: (989) 799-8744 or (800) 798-2328

Write to: Catholic Federal Credit Union, P.O. Box 6338 Saginaw, MI 48608

E-mail us at: memberservices@cathfcu.com * Please do not include any non-public personal information if sending an email.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45)** days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10)* business days 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 ten (10) business days, we may not credit your account.

We will tell you the results of our investigation within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. Any provisional credit that you received will be debited from your account on the date indicated and in the amount indicated by us. We will honor checks and preauthorized transfers from your account without charge if an overdraft results for 5 business days after we send notification to you. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to credit your account for the amount you think is in error.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, or notice an error involving a POS transaction or notice an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty five (45) days to investigate the error.

Termination of EFT Services

You may terminate this agreement or any EFT service under this agreement at anytime by notifying us in writing and stopping use of your card and any PIN. You agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated, and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or PIN for any EFT service. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

Enforcement

You are liable to us for any losses, costs or expense we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions.

Common Features

Bylaw Requirements: You must open and maintain the required minimum balance of your share/savings account for Credit Union membership. If you fail to maintain the minimum balance, or violate withdrawal restrictions, your membership in the Credit Union will be subject to termination as established in the Credit Union's bylaws.

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 certificate or from any other savings account as defined by Regulation D.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

National Credit Union Share Insurance Funds: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Funds.

Billing Rights: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in Case of Errors or Questions about your Statement: If you think your statement is wrong, or if you need more information about a transaction on your statement, contact the Credit Union within 60 days of receiving the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. If you submit a letter, please provide us the following information: Your name and account number, the dollar amount of the suspected error, describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay a credit card account automatically from your share account or share draft account, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before automatic payment is scheduled to occur. You can contact the credit union at (989) 799-8744 or (800) 798-2328 or by mail to P.O. Box 6338, Saginaw, MI 48608.

Your Rights and our Responsibilities after we receive your Written Notice: We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any unquestioned amount. If we didn't make a mistake, you may have to pay finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to tell us within ten days that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow those rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

Ownership: All ATM Cards, Debit Cards, PINS, CU Online Home Banking, Mobile Banking and ET Express Telephone passwords remain the property of the Credit Union and may be revoked or canceled at any time without giving you prior notice. If this agreement is terminated, you agree to surrender any card(s) to us. You agree not to use your card for a transaction that would cause your account balance to go below zero. You also agree not to make an ET Express Telephone system, Mobile Banking, or CU Online Home Banking transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request.

Enforcement: In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the Credit Union is entitled to attorneys' fees and costs, including fees on any appeal.

Other Terms and Conditions

The following paragraphs apply to all Accounts opened with the Credit Union.

Agreement: This Agreement shall be effective and shall govern all deposit accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement and to all amendments to this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Amendment: Credit Union may change any term of this Agreement at any time without prior notice. Member may close the Account if it does not agree to the changes; if Member continues to use the Account or keep the Account open after the effective date of such change, Member will be deemed to have agreed to the changes.

Notice of Name or Address Changes: You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. Once the Credit Union receives a return paper statement due to an incorrect address, the Credit Union reserves the right to assess a

monthly Return Statement fee until the address is updated or the account is closed. The Credit Union requires all notices of change in address or name to be in writing. Notices to us should be sent to:

Catholic Federal Credit Union
P. O. Box 6338
Saginaw MI 48608-6338

Notices: All notices under this Agreement will be sent to Member to the address shown on its periodic statement. Notice by or to any Authorized Signer shall be deemed notice by or to all. Credit Union reserves the right not to send notice for accounts it considers inactive.

Any written notice sent to the Credit Union is effective when Credit Union receives it. Any written notice Credit Union gives to Member is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to Member at its periodic statement mailing address.

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

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

Waiver: Credit Union may waive any of these provisions at its sole discretion, but any such waiver will apply only on that occasion. If Credit Union chooses to waive any provision, it will not be bound to waive the same provision or any other provision on another occasion.

Offset: Member agrees that Credit Union may, at any time and without prior notice, set off funds in any Account, or any other funds in Credit Union's possession, in which Member has an ownership interest for the payment of debt or liabilities, including loans, to the fullest extent permitted by law and regardless of the source of the funds in Member's Account. Member understands such an action could result in an interest penalty or dishonor of subsequent debits.

Changes: Member agrees to notify Credit Union immediately in writing of any change in its name, address, or any Joint Signer(s) on an Account. Credit Union may require documentation evidencing this change and a new Signature Card before any change becomes effective. If a Joint Owner changes, Credit Union may continue to honor items and instructions received previous to its receipt of notice of change in writing. In some instances Credit Union may require Member to close its Account or provide Credit Union with stop payment orders to prevent transactions from occurring. There may be a delay in implementing a change in the Joint Owner(s) on Credit Union records, and Member agrees that Credit Union will be given a reasonable time to make any and all necessary changes.

Information About Member's Accounts: Member authorizes Credit Union to share information concerning its Accounts with other entities as permitted or required by law, including affiliates of Credit Union.

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

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

Legal Process: Credit Union will comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which it believes (correctly or incorrectly) to be valid. Member agrees that Credit Union may honor any legal process which is served by mail or facsimile transmission, or at any of Credit Union's offices, even if the law requires personal delivery at a specific office. Member agrees to indemnify, defend, and hold Credit Union harmless from any and all actions, claims, liability, losses, costs (including attorney's fees) and damages associated with its compliance with such process. Credit Union may not pay interest on any funds it holds or sets aside in response to legal process. If Credit Union is not fully reimbursed for its record research, photocopying, and handling costs by the party that served the process, Credit Union may charge such amounts to an Account in addition to Credit Union's minimum legal process fee. Any legal process against an Account is subject to Credit Union's lien and security interest.

Freezing Member's Accounts, Conflicting Demands/Disputes: If Credit Union determines that a dispute has arisen or there is uncertainty regarding the ownership or control of an Account or its funds or Credit Union believes a transaction affecting the Account may be fraudulent or may violate any law or regulation, or is subject to a court order requiring Credit Union to hold the funds, or Credit Union is requested by a state or local agency to freeze the account or reject a transaction Credit Union shall have the right, at Credit Union's sole discretion to: (1) freeze the Account and refuse transactions until Credit Union receives written proof (in form and substance satisfactory to it) of each person's right and authority over the Account and its funds or a court order authorizing Credit Union to release the funds; (2) refuse transactions and return checks marked "Refer to Maker" (or similar language); (3) require the signatures of all Joint Owners for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of Joint Owners on the Account; (4) request instructions from a court of competent jurisdiction at Member's expense regarding the Account or transaction; and/or (5) continue to honor checks and other instructions given to Credit Union by persons who appear as Joint Owners according to Credit Union's records. The existence of the rights set forth above shall not impose an obligation on Credit Union to assert such rights or to deny a transaction.

Security Interest: Member grants Credit Union, to the extent allowed by law, a continuing security interest in Member's Account and its proceeds, and any of Member's funds or property in Credit Union's possession, to secure present and future indebtedness owed to Credit Union.

Indemnity: If by following Member's instructions Credit Union is exposed to a claim or suit by an adverse claimant, Member shall hold Credit Union harmless and indemnify Credit Union from any such losses, expenses, liabilities, or damages including actual attorney's fees. If Member asks Credit Union to follow instructions that Credit Union believes might expose Credit Union to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, Credit Union may refuse to follow Member's instructions, or may require a bond or other protections.

Member agrees to indemnify and hold Credit Union harmless from any liability loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that it incurs as a result of any dispute involving Member's Account, including any loss, costs, or expenses resulting from a delay in the forwards collection or return of any check Member deposits caused by improper placement of endorsements or other material on the back of the check that affects the ability to endorse the items as required by federal regulations. Member authorizes Credit Union to deduct any such loss, costs, expenses, or attorney's fees from its Account without prior notice.

In the event Credit Union becomes a party to any legal proceedings between Member and any third party or between members of Member, Member agrees to indemnify Credit Union and hold it harmless from any liability for any loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that is incurred as a result of any such proceeding which are subject to Credit Union's right of offset. This obligation includes situations that cause Credit Union, in good faith, to seek the advice of counsel, whether or not it actually becomes involved in a dispute.

Assignment/Pledge/Transfer: Member may not assign, transfer, pledge, or grant a security interest in Member's Account to others without Credit Union's prior written consent.

Accrual of Dividends on Non-Cash Deposits: Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) to your account.

Endorsement: All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the Credit Union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

Dormant Accounts: The Credit Union shall define a dormant account as an account on which there has been no activity, other than the posting of dividends for a period of 12 months. Beginning the 13th month and each month thereafter, there will be a fee assessment to each dormant account. Michigan Escheats Law requires the Credit Union to turn these funds over to the State after three years of no activity. Before turning funds from inactive accounts over to the State of Michigan, the Credit Union will send a notice as required by Michigan law advising you of your rights.

Statement: Member will receive a periodic statement showing the transactions on its Account. The frequency of periodic statement depends on the type of Account and activity. Credit Union reserves the right not to send statements for Accounts Credit Union considers inactive for 12 months, or for those Accounts on which it does not have a valid address on file.

Member is in the best position to discover and report any discrepancies including unauthorized debits to its Accounts. Member agrees to notify Credit Union immediately of any error, discrepancy or unauthorized transaction it discovers on any periodic statement, notice or check Credit Union provides to Member. If Member fails to do so, it may become responsible for the losses resulting from such failure. Member is responsible for monitoring and reviewing the activity of its Accounts and, if applicable, the work of its employees, agents, and accountants.

If Member discovers an error, forgery, alteration or any other unauthorized activity involving its Accounts, it must notify Credit Union at the telephone or address provided on Member's periodic statement. Member can also notify Credit Union in person at any branch. Member agrees to provide Credit Union with a written statement of the relevant facts, including a description of the transaction or error, and the identity of any suspected wrongdoers. Member must notify Credit Union no later than 60 days after Credit Union sends the first periodic statement on which the error problem appeared.

If Member claims a credit or refund because of an unauthorized transaction, Member agrees to provide Credit Union with a declaration containing whatever reasonable information Credit Union requires regarding Member's Account, the transaction and the circumstances surrounding the claimed loss. Member also agrees to make a report to the police and to provide Credit Union with a copy of the report, upon request. Credit Union will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During Credit Union's investigation, it will have obligation to provisionally credit the Member's Account, unless otherwise required by law.

Unless the law requires otherwise, Credit Union's maximum liability to Member will never exceed the amount of actual damages proven by Member. Credit Union's liability will be reduced: (a) by the amount of the loss that is caused by Member's own negligence or lack of care; (b) to the extent that damages could not have been avoided by Credit Union's exercise of ordinary care; and (c) by any loss recovery that Member obtains from third parties (apportioned in accordance with this provision). Credit Union will not be liable for any loss that is caused in part by Member's negligence if Credit Union acted with ordinary care. Unless otherwise required by law, Credit Union will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by Member, even if it was aware of the possibility of such damages.

Telephone Requests: Member agrees (for joint accounts, all joint owners agree jointly and severally) that funds in any of Member's accounts with us can be transferred upon the telephone request of any signer on the account. Credit Union shall not be responsible for any loss incurred as a result of acting upon or executing any request, order or instruction Credit Union believes to be genuine. Furthermore, Credit Union may refuse to execute any telephone request or order.

Joint Accounts: If two or more parties have signed a membership account application, Member(s) are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums

due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney in fact: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act there under, each person signing the membership application jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney's fees, except as may be limited by applicable law. Unless specifically prohibited in writing from doing so, any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s). No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and any such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt of the Agreement.

Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968, as amended, being MCLA 490.51, and commonly known as the Credit Union Multiple-Party Accounts Act.

POD Account Designation: A Payable on Death (POD) account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD beneficiary/payee. Once an account becomes payable, all then-living beneficiaries/payees own the account jointly without rights of survivorship. Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

Transaction Limitations: During any one calendar month, you are permitted to make a total of six (6) withdrawals or transfers from your share (savings) accounts to another credit union account or to a third party by means of preauthorized withdrawal, automatic transfer, telephone order of instruction, Mobile Banking, Express Telephone (ET), CU Online, Money Market Account sharedrafts, or by overdraft share transfers. If you exceed the transfer limitations set forth above in any monthly period, your account may be subject to any applicable fees. Please note if you exceed these transfer limitations during any three calendar months over a 12-month period of time, your account will be subject to any applicable fees and we may reclassify your savings account to a Transaction account. Contact the credit union at (989) 799-8744 if you have questions. Please see the Fee Schedule for applicable fees.



FEE SCHEDULE	
CU Online – Home Banking Service	FREE
CU Online Bill Payer	FREE
e-Statements	FREE
Express Telephone	FREE
Mobile Banking	FREE
*Account Histories (Printed Per Page)	\$2.00
Account Research (Per Hour)	\$50.00
ACH Origination Fee - Outbound	\$5.00
*Closed Account by Member - within 12 Months of Opening	\$10.00
Coin Counting Machine (% of Total)	5% Members 10% Non-Members
*Corporate Check Issuance (Per Check)	\$1.00
Corporate Check Photocopy (Each)	\$5.00
Corporate Check Stop Payment Order (On Day 91)	\$5.00
Inactive Account (Per Month)	\$10.00
*IRA Transfer Fee – Outgoing (Per Transfer)	\$25.00
*Electronic Fund Transfer Stop Payment	\$30.00
*Electronic Fund Transfer Non-Sufficient Funds	\$30.00
*Escheatment Processing	\$50.00
Excessive Regulation D Transactions (Each transaction after 6)	\$15.00
*Garnishment Processing	\$50.00
*Member Return Checks from other Financial Institutions	\$30.00
Money Order Stop Payment Order	\$5.00
Overnight Shipping	\$25.00
Replacement Check Fee	\$5.00
*Returned Loan Payment	\$30.00
Returned Statement - Bad Address (Per Month)	\$3.00
*Statement Copies (Per Page)	\$2.00
Subpoena / Legal Request	\$5.00
*Tax Levy Processing	\$50.00
Third Party Return Checks from other Financial Institution	\$10.00
*Wire Fee - Domestic Incoming Wire Transfer (Each)	\$15.00
*Wire Fee - Domestic Outgoing Wire Transfer (Each)	\$20.00
*Wire Fee - International Incoming Wire Transfer (Each)	\$15.00
Wire Fee - International Outgoing Wire Transfer (Each)	\$75.00

VISA FEES	
1 st Visa Replacement Card	FREE
Visa Replacement Card (After Free Replacement)	\$5.00
*Emergency Plastic Card Replacement	\$25.00
Maximum Visa Late Payment Fee	\$25.00
Maximum Returned Payment	\$25.00

SAVINGS/CHECKING ACCOUNT FEES	
Check Copy (Each item)	\$2.00
Check Printing	Varies
Check Book Reconciliation (Per Hour)	\$50.00
*Courtesy Overdraft Fee (Each item)	\$30.00
*Non-Sufficient (NSF) Item Return Fee (Each item)	\$30.00
Non-Member Check Cashing Fee	\$5.00
Opportunity Checking Monthly Service Fee	\$10.00
Share Overdraft Fee (Each item)	\$7.50
*Stop Payment Order (Each item)	\$30.00
Temporary Checks (Book of 10)	\$10.00
Transaction Account Monthly Service Fee	\$15.00

MONEY MARKET ACCOUNT FEES	
Check Copy (Each item)	\$2.00
*Non-Sufficient (NSF) Item Return Fee (Each item)	\$30.00
Share Overdraft Fee (Each item)	\$7.50
*Stop Payment Order (Each item)	\$30.00

SAFE DEPOSIT BOX FEES		
SIZE	MEMBER	T.A.T. Member
3 x 5	\$ 25.00	\$20.00
3 x 10	\$ 40.00	\$32.00
5 x 10	\$ 55.00	\$44.00
10 x 10	\$100.00	\$80.00

AUTOMATIC TELLER (ATM) MACHINES	
Unlimited Withdrawals at CFCU onsite ATM locations: • Saginaw: 6180 State St. & 1002 S. Washington Ave. • Bay City: 1504 Cass Ave. & 915 S. Euclid Ave. • Essexville: 3015 Center Ave.	FREE
ATM Replacement Card, 1st one	FREE
ATM Card Replacement (After 1 st Free Replacement)	\$5.00
ATM Adjustment	\$5.00
*ATM Empty Envelope	\$30.00
1 st Debit Card Replacement	FREE
Debit Card Replacement (After Free Replacement)	\$5.00
*Emergency Plastic Card Replacement	\$25.00
*Foreign ATM Balance Inquiry Fee (Each)	\$1.00
*Foreign ATM Withdrawal after 4 Free (Each)	\$1.00
*International Transaction Fee – ATM & Debit (Per International Transaction)	3.00%

*Fee Effective 6/1/2016