



# Policies and Disclosures

## Important Account Information for our Members

Privacy Policy  
Membership Policy  
Terms and Conditions  
Funds Availability Policy  
Electronic Funds Transfer  
Truth-In-Savings Disclosure

\*Additonal Important Information

### **OFFICE HOURS**

Mon - Thurs: 10am-5pm  
Fri: 10am-6pm  
Sat: 9am-12pm

### **DRIVE UP HOURS**

Mon - Thurs: 9am-5pm  
Fri: 9am-6pm  
Sat: 9am-12pm



FEDERAL CREDIT UNION

3095 S. Commerce Rd. Walled Lake, MI 48390

Phone: 248-624-5222 Fax: 248-624-0614 Web: [wlsfcu.com](http://wlsfcu.com)

# **Important Account Information for Our Members**

- **Membership Policy**
- **Terms & Conditions**
- **Electronic Funds Transfer**
- **Funds Availability Policy**
- **Truth-In-Savings Disclosure**
- **Privacy Policy**
- **Important Information**

## **MEMBERSHIP POLICY**

The field of membership of Walled Lake Schools Federal Credit Union shall be limited to those having the following common bonds:

1. Members and employees of the Board of Education of Walled Lake School District in Walled Lake, Michigan
2. Employees of the City of Walled Lake, who work in Walled Lake, Michigan
3. Employees of the City of Wixom, who work in Wixom, Michigan
4. Employees of the Village of Wolverine Lake, who work in Wolverine Lake, Michigan
5. Employees of the Charter Township of Commerce, who work in Commerce Township, Michigan
6. Students (kindergarten through twelfth grade) attending Walled Lake Consolidated School District in Walled Lake, Michigan

Spouses of persons who died while within the field of membership of this credit union; employees of this credit union; persons retired as pensioners or annuitants from the above employment; members of the immediate family or household; and organizations of such persons.

It is the policy of Walled Lake Schools Federal Credit Union that the primary member of the credit union have complete rights and control over who is/are the joint tenant(s) of the account.

In NO circumstance shall any joint tenant eliminate the account rights of the primary member.

## **PATRIOT ACT NOTICE**

### **Important Information about Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open a new account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## **ACCOUNT AGREEMENT**

This document, along with any other documents we give you pertaining to your account(s), is the contract that governs your account(s) with us. All of these items together constitute the agreement (Agreement) for these accounts. Please read the Agreement carefully. If you sign the signature card or open and continue

to have your account with us, you agree to the terms and conditions of this Agreement. You will receive a separate schedule of rates (Rate Schedule), qualifying balances, and fees (Fee Schedule) if they are not included in this document. If you have any questions, please call us.

As used in this Agreement, the words “we,” “our,” and “us”, and “Credit Union” refer to Walled Lake Schools Federal Credit Union. “You” and “your” refer to each account owner and as set forth herein, any other person authorized to transact business on any account that may be accessed by way of the services. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

This Agreement is subject to applicable federal laws and the laws of the State of Michigan (except to the extent that this Agreement can and does vary the application of such laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. Summarize some laws that apply to common transactions;
2. Establish rules to cover transactions or events which the law does not regulate;
3. Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. Provide you with disclosures of some of our policies to which you may be entitled or in which you may be interested.

## **TERMS & CONDITIONS OF YOUR ACCOUNT(S)**

**MEMBERSHIP** - Membership in Walled Lake Schools Federal Credit Union is open to any person qualifying under the Credit Union’s bylaws.

**Becoming a Member** - To become a member of the Credit Union, you must complete a Membership Application and Agreement and open a Primary Share Account. The basic share deposit that you must always keep in your Primary Share Account to retain membership is \$5.00

**BYLAWS** - Our Bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations, which affect your account and membership. You may obtain a copy of the Bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the Bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the Credit Union, after providing for required reserves.

**INCOMPLETE SIGNATURE CARDS** - If all account owners have not yet signed the signature card, or some other account opening requirement has not been completed, we may agree to open the account(s), but may place restrictions on the use of the account(s) or access to the funds within the account(s) until the account opening requirements are fully met.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to the account(s) depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single Party Accounts** - A single party account is an account owned by one member qualified for credit union membership. Upon the account owner’s death, the interest passes, subject to applicable law, to the beneficiary(ies) designated on the account or, if there is no such beneficiary who survives the account owners, to the account owner’s estate subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death.

**Multiple Party Accounts** - A multiple party account is an account owned by two or more persons. The signatures of all named account owners must be on file to establish ownership rights.

a. *Rights of Survivorship.* Unless otherwise stated on the account card, a multiple party account includes rights of survivorship, which means when one owner dies, all sums in the account pass to the surviving owner(s). For multiple party accounts without rights of survivorship, the deceased owner's interest passes to his or her estate. Any owner who is a surviving owner agrees that the Credit Union to the extent allowed by law may set off any money in the account against any obligation of a deceased owner within thirty days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax-favored accounts). All owners who are surviving owners also agree that their interests in the account are subject to any security interest or pledge granted by a deceased owner, even if they individually did not consent to it.

b. *Control of Multiple Party Accounts.* Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw funds, stop payment on items, transfer, or pledge to us all or part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transactions. We reserve the right to require written consent of all owners for any transaction or change to, or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. *Multiple Party Account Owner Liability.* If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners are jointly and severally liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**Beneficiary Designation** - When opening an account or, if all owners agree, at any time thereafter, you may designate one or more persons as beneficiaries of the account under the Michigan Credit Union Beneficiary Accounts Act (Public Act 31 of 1992), being M.C.L. 490.81 et seq. Upon the death of the last surviving owner of the account, the surviving beneficiaries shall become the owners of the account. If there is more than one surviving beneficiary, the account shall be divided equally between them, and each beneficiary shall be the sole owner of that beneficiary's share. In accordance with the Credit Union Beneficiary Accounts Act, there shall be no joint ownership among beneficiaries. The 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. The Credit Union reserves the right to require documentation in order to confirm that an account has become properly payable to a beneficiary or beneficiaries. An account owned by a person that is not a natural person (that is, an account owned by a corporation or other legal entity or by a trust) may not have beneficiaries. The interests of the beneficiary(ies) is subject to the right of the Credit Union, to the extent allowed by law, to set off any money in the account against any obligation of the deceased owner (or the last owner to die, if there was more than one) within thirty days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax-favored accounts).

**ACCOUNTS FOR MINORS** - We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Michigan law and who shall be jointly

and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**Uniform Transfers to Minors Accounts** - The funds in this type of account are owned by the minor, but controlled by a custodian who manages the account for the minor's benefit. You understand and agree that the gift of money to the minor named on the account is irrevocable and is subject to the requirements of the Michigan Uniform Transfers to Minors Act. Ownership in the account shall transfer to the minor's estate upon the earlier of the following: (1) the minor becoming 18 years of age; or (2) the minor's death. Transfer of the custodial property to the minor may be delayed until the minor's twenty-first birthday if the account documentation provides for such a delay. We are not liable for the actions of the custodian, and have no duty to inquire about the use or purpose of any transaction.

**REPRESENTATIVE PAYEE ACCOUNTS** - This type of account is maintained by a representative payee for the benefit of a member who is legally deemed unfit to act on his or her own behalf. The most common form is a Social Security Representative Payee. Any person who meets the requirements of the appointing government entity may act as a representative payee, though the minor or incompetent individual for whom the representative payee acts must be a member of the Credit Union. A representative payee has no ownership interest in the account(s) or Credit Union voting rights. A representative payee account may not be in the form of a certificate of deposit. We are not liable for the actions of representative payee, and have no duty to inquire about the use or purpose of any transaction.

**AGREEMENT OBLIGATIONS** - You agree, for yourself (and the person you represent if you sign as a representative of another) to the terms of this account and the Fee Schedule and Rate Schedule, as may be amended from time to time. You authorize us to deduct fees set forth in the Fee Schedule directly from the balance of the account involved as accrued. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open. Fees vary based on foreign currency type and/or amount.

**Deposits by Mail** - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. We are not responsible for transactions by mail or outside depository until we actually receive them. Do not send cash through the mail for deposit.

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

**WITHDRAWALS** - Any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to

endorse any item payable to you or your order for deposit to this account or any other transaction with us. For security reasons, we may limit the amount of withdrawals that may be taken in cash from an account or by any given individual; we will establish such limits in our discretion from time to time. Please contact us if you have any questions about such limits.

**Postdated Checks** - A postdated check is one that bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act.

**Stale-dated Checks** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described in this Agreement.

**Checks and Withdrawal Rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request, which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. See the Funds Availability Policy for information about when you can withdraw funds you deposit. For those accounts to which our Funds Availability Policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**Death of Account Owner** - We may pay items or honor payment or transfer orders authorized by an account owner for a period of up to 10 days after the date we are notified of that person's death, unless we receive instruction from any person claiming an interest in the account to stop payment on the items. We may require anyone claiming to be an owner of a deceased owner's account to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owners.

**Waivers** - Honoring a nonconforming request does not operate as a waiver of any provision under this Agreement. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. The fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic funds transfers (EFTs), may be established by law or our EFT policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you unless we have previously certified the item. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order, we will tell you what information we need to stop payment. This information must be exact because stop-payment orders are handled by computers. If your information is not exact, your order will not be effective and we will not be responsible for failure to stop payment. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing, it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was verbal, your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request must be made in writing. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or

expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment order. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from one account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six (6) per month. Other account transfer restrictions may be described elsewhere in this Agreement.

**TRANSFER LIMITATIONS** - For share accounts you may make up to six (6) transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule; or (iii) upon oral or written orders including orders received through the Automated Clearing House (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an Automated Teller Machine (ATM), then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

**AMENDMENTS** - We may change any term of this Agreement at any time. Rules governing changes in rates are provided separately in the Truth-in-Savings Disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and your account remains open after the effective date of the change, you will be deemed to have agreed to the new term(s).

**STATEMENTS** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within sixty (60) days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance on the due date for which we properly accelerate under the note. In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe

us, in accord with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AUTHORIZED SIGNER (Individual Accounts Only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an authorized signer.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**PAYMENT ORDER OF ITEMS** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer Non-Sufficient Funds (NSF) or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees or possibly having the item dishonored. When determining whether a check or other transaction presented for payment on your checking account is an NSF check or other nonsufficient funds transaction, both for the purpose of determining whether and how to pay the check or other transaction and whether a fee related to the it being an overdraft may be charged, the Credit Union will use the "Available Balance" for your checking account at the time the check or other transaction is presented. The Available Balance is the balance shown on our books ("Ledger Balance") reduced by (i) the amount of any holds in place with respect to deposited checks or other items; (ii) the amount in the account that is subject to any preauthorization requests related to the account that have been accepted by the Credit Union; (iii) amounts in the account that are subject to holds based on court, tax agency, or other governmental proceedings; and (iv) amounts that we believe are subject to a dispute over ownership or other rights. Examples of preauthorization requests are holds related to purchase transactions where the final amount is initially unknown, such as gas station purchases, restaurant charges, and hotel or car reservations, but there are other types of preauthorization requests that could affect your account as well. Note that the use of the Available Balance for these purposes may cause a fee related to an overdraft to be charged, or a line of credit advance or transfer from another account to be made, even though your periodic statement may not reflect any time when the balance (periodic statements use Ledger Balances) would be negative.



**PLEDGES** - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**ACH AND WIRE TRANSFERS** - This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted by the State of Michigan. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution, may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A, 403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any separate notice of the payment order or credit; the transaction will be reflected on your next periodic statement.

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment from money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us.

**POWER OF ATTORNEY** - You may wish to appoint an attorney-in-fact (agent) to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney. We may at our discretion refuse to honor any request made by such an agent.

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us and the ownership of those accounts. (For example, if you have one individual account with us, it will be insured to at least \$250,000.) If you want additional information, you may ask us or contact the local office of the NCUA.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if it is not endorsed by you. We may give cash back to any one of you. If an item that is payable to two or more persons is ambiguous as to whether it is payable to either or both persons, we may process the item as though it is payable to any one person named as a payee. We may supply any missing endorsement(s) for any item we accept for deposit or collection, but we may require an item to be endorsed if the item requires it. You warrant that all endorsements are genuine.

**DORMANT ACCOUNTS** - Inactive accounts (accounts with no deposits or withdrawals within a one-year period) may be subject to a Dormant Account Fee. If we charge a fee, we will notify you, as required by law, at your last known address. We have no liability for your account once it has been turned over to the appropriate state agency in accordance with state and/or federal law.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of three years. Ask us if

you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered, we no longer have any liability or responsibility with respect to the funds. You may be able to reclaim surrendered funds, but your claim must be presented to the state.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your Taxpayer Identification Number (TIN) on the report (the Taxpayer Identification Number is your Social Security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a consumer report by a consumer reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**TRUNCATED CHECKS; STATEMENTS** - Your canceled checks (the checks drawn against your account that we honor) will not be returned to you, they will become Credit Union property and be held by us ("truncated") for you. They also may be truncated earlier in the check clearing process, such as by the bank into which the payee deposits them. This may be done either pursuant to a contractual electronic presentment process or under a federal law commonly referred to as "Check 21." Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the check. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union within sixty (60) days after the statement is mailed. A copy of any check will be available to you as required by law. There may be a small fee to obtain a copy of a check (see the Fee Schedule for a list of fees). When a copy of a check is requested, the Credit Union may provide it to you in the form of a "substitute check" as prescribed in the "Check 21" law. Upon issuance, the Credit Union will provide you with a disclosure regarding your rights regarding substitute checks and how you may make a claim for a refund for losses related to a substitute check.

**DIRECT PRESENTMENT OF CHECK BY NON-MEMBER** - If anyone presents a check drawn on your account for payment, we have the right to require such a presenter to identify him/herself to the Credit Union's reasonable satisfaction. If the person presenting the check is an agent for the payee rather than the actual payee, we also may require proof of the agency authority. We also reserve the right to take the time allowed by law before we inform the presenter of whether the item will be paid. If the payee of the check is someone other than (i) an account holder with the credit union, (ii) a financial institution or

financial institution clearing house, or (iii) a governmental unit or entity, we also reserve the right to charge the presenter a direct presentment fee. The presenter will be informed of the fee prior to the credit union accepting the item. If the presenter refuses to pay the fee, you agree that you will not bring a wrongful dishonor claim against the Credit Union based on the presenter's choice to pursue dishonor remedies rather than paying the fee.

**SECURITY** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/ or Personal Identification Number [PIN]) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

**Account Numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your accounts. Your account number can also be used to issue a "preauthorized draft." A preauthorized draft is a draft or check that can be used to withdraw money from your account. Unlike a typical personal check, you do not issue or sign a preauthorized draft, someone else does on your behalf. For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue and sign a check to withdraw money from your account. If you have truly authorized the preauthorized draft (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a preauthorized draft. A swindler could issue a preauthorized draft in an amount greater than you authorized, or issue additional preauthorized drafts that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment. Contact us immediately if you suspect that any irregularity described above or other irregularity has occurred with respect to your account.

**Access Devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device. We reserve the right to refuse reissue/replacement of your access device if you have not exercised reasonable care in safeguarding your card and/or code.

**Blank Checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**TELEPHONIC INSTRUCTIONS** - Unless we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transactions, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to

recover from these other sources. If a loss is the result of our actions (we lose a check you deposited, for example), you agree to help us to recover the loss but we will be responsible for all expenses involved.

**VERIFICATION OF OWNERSHIP AND BENEFICIARY ARRANGEMENTS** - You agree to check all records related to your account periodically (within 30 days after the account is opened or any changes are made and not less than once per year thereafter) to ensure that all ownership and beneficiary arrangements are set up in the way that you desire. You agree to contact the Credit Union immediately if any ownership or beneficiary arrangement is not how you wish it to be. You further agree to hold the Credit Union harmless from any claims that any ownership or beneficiary arrangement related to your account is not set up as you desire.

**STANDARD OF CARE** - Except where applicable law or this Agreement provides otherwise, we will not be liable for any events not involving our intentional misconduct or gross negligence.

**RESPONSIBILITY FOR YOUR TRANSACTIONS NOT INVOLVING AN ACCOUNT** - If (i) you present a check or other item to us drawn on another financial institution for cash over the counter or for payment of any obligation owing to us or (ii) we initiate an Automated Clearing House (ACH) transfer to another financial institution for any obligation owing to us and the check, other item, or ACH transfer is returned to us unpaid for any reason not attributable to us, we may charge a \$25.00 returned transaction fee to any of your accounts (except accounts described in the Right to Repayment of Indebtedness section as not being subject to lien or setoff rights) or, to the extent allowed by law, charge a \$25.00 returned transaction fee to the obligation for which payment was intended.

**ASSIGNMENT OF OWNERSHIP** - Your account(s) may not be transferred or assigned without our prior consent.

**CLOSURE OF ACCOUNT** - We may close your account(s) if you have chosen to terminate your membership in the Credit Union. You may close any one of your accounts at any time. In either case, we will tender the account balance to you personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account.

**TERMINATION OF ACCOUNT** - We may terminate your account(s) at any time, or may require you to close your account(s) and apply for a new account if: (i) there is a change in owners or authorized signers; (ii) there has been a forgery or fraud reported or committed involving your account; (iii) there is a dispute related to the account; (iv) lost or stolen share draft(s) is reported; (v) there are excessive returned unpaid items not covered by a loan arrangement; (vi) there has been a misrepresentation or abuse regarding any of your accounts; or (vii) we reasonably believe it necessary to prevent a loss to us. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated; however, you agree to reimburse us for any costs associated with paying the item after termination. We reserve the right to require the consent of all owners to terminate a multiple party account. Any owner of a multiple party account may remove him/herself as an owner at any time; however, such removal will not relieve such an owner from any liability for which such owner had with respect to the account immediately prior to the removal.

**TERMINATION OF MEMBERSHIP** - Your membership may be terminated for any reason allowed under applicable law, in accordance with our Bylaws. Upon termination, we will pay you any amounts paid on shares or as deposits, and any dividends or interest accrued on the shares or deposits before the date of payment. Termination does not act as a release from any remaining liability to us.

**ACCOUNTS NOT TRANSFERABLE** - None of your accounts are transferable, except on the Credit Union's books and records, and your accounts may not be pledged to anyone other than us without our prior written consent.

**DENIAL OF SERVICES** - We reserve the right to deny services to any member who we have knowledge or reason to believe has caused us a loss or has violated this Agreement. A member who has caused us a loss may only be entitled to maintain a regular share/savings account with the purchase of one share.

**NOTIFICATION OF ADDRESS CHANGE** - You agree to provide us with prompt, written notice of any address change. In the event we are unable to locate you, you agree to pay all fees and costs associated with maintaining an invalid address in our records, along with all fees and costs incurred in attempting to locate you.

**SEVERABILITY** - If a provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

**GOVERNING LAW** - This Agreement shall be governed by the laws of the State of Michigan, except to the extent that federal law controls.

**UNLAWFUL INTERNET GAMBLING** - In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your account or relationship with the Credit Union. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

## **ELECTRONIC FUNDS TRANSFER AGREEMENT**

Walled Lake Schools Federal Credit Union offers you various electronic fund transfer services, made possible by our advanced electronic data processing system. We have also provided, and will provide from time to time, plastic AUTOMATED TELLER (ATM) or Debit Mastercard® (which are referred to throughout this disclosure as "ATM/Debit Cards" or simply "Cards") to a certain number of our members. Sometimes two or more persons are furnished such cards relating to a single account in the Credit Union.

When a secret Personal Identification Number ("PIN") is also provided to a member, the ATM/Debit Card and PIN can be used in any one of a number of AUTOMATED TELLER MACHINES to make "electronic fund transfers." Transfers can be made to, from or between one or more accounts in the credit union. Simply follow the instructions at the machine.

This disclosure is furnished to you as a member of Walled Lake Schools Federal Credit Union. It meets the requirements of both the federal and Michigan statutes relating to "electronic fund transfers." It also meets the requirements of the Regulation E (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an AUTOMATED TELLER MACHINE or in any other manner.

This disclosure is a contract. In this document, the document is sometimes referred to as "agreement" and sometimes referred to as a "disclosure." It may be supplemented by other agreements, such as those relating to Home Banking or remote deposit of checks. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the ATM/Debit Card and PINs, in the following cases:

- A. If you use the account(s) covered by this disclosure after receipt of this agreement.
- B. If you already have an ATM/Debit Card and PIN provided by us and you use them to make such transactions after receipt of this agreement.
- C. If you ask us to provide you with a PIN and you thereafter use it, together with an ATM/Debit Card, to make such transactions.

In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to “electronic fund transfers,” and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, insofar as “over-the-counter” and other non-electronic transactions are concerned.

In this disclosure, ‘you’ and ‘your’ include the plural in cases where two or more persons have an interest in a single account affected by an “electronic fund transfers” service. ‘We’ or ‘us’ refer to Walled Lake Schools Federal Credit Union.

**THE FOLLOWING SECTIONS RELATE TO ALL “ELECTRONIC FUND TRANSFERS” AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM/DEBIT CARD OR OTHERWISE**

**1. Accounts Affected:** Each of the following-types of accounts in the credit union can be subject to some kind of “electronic fund transfer” service:

- Regular Share Account
- Share Draft Account

These types of accounts are sometimes referred to in this disclosure as “asset account(s)” or simply as your “account(s).” You have previously designated which of your account(s) you want to be subject to a particular type of electronic fund transfer service. You may change those instructions in the future, and we will follow your new wishes to the extent our electronic fund transfer programs permit at that time.

**2. Account Agreements:** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

**3. Minimum Balance:** You must always maintain a minimum of \$5.00 in a regular share account to be entitled to make, by use of AUTOMATED TELLER MACHINE or otherwise, “electronic fund transfers” affecting your account(s). PINs for use with ATM/Debit Cards will not be issued to members whose loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

**4. “Electronic Fund Transfer” Services:** At the present time, you can authorize the following types of “electronic fund transfers” to or from your asset account(s) in the credit union.

**Transfers TO your account(s) (credits):** note more detail in “Electronic Funds Transfers Initiated By Third Parties” section below:

- Direct deposits from employers who have agreed to send such deposits to us.
- Direct deposit of various governmental benefits.
- Deposits from any third party through the Automated Clearing House (which is referred to throughout this document as ACH Network).
- Automatic transfers to your account(s) from another person’s account with us.
- Transfers from one of your accounts to another through the

Credit Union’s Home Banking product.

**Transfers FROM your account(s) (debits);** note more detail in “Electronic Funds Transfers Initiated By Third Parties” section below:

- Payments of your house mortgage payments, insurance premiums and utility bills, as well as other types of payments to third parties, through the ACH Network and/or the Credit Union’s Home Banking Product.
- Automatic deduction from your account of premiums for insurance coverage available to our members.
- Automatic transfers from your account(s) to make payments on another person’s loan owing to us.

**Electronic Funds Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic funds transfer between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when a merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

**Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Checking Share, or Christmas Club Account(s). We reserve the right to reject or return any ACH Direct Deposit that comes into an account when the name on the deposit does not match the name of the owner or a joint owner of the account.

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

#### **AUTOMATED TELLER MACHINE (ATM) Transactions:**

If you have an ATM/Debit Card along with a Personal Identification Number (PIN), you may use it to make any or all of the following transactions at an Automated Teller Machine.

- Deposits to your Regular Share account and/or Share Draft account.
- Cash withdrawals from your Regular Share account and/or Share Draft account.
- Transfer of funds (non-cash) from your Regular Share account to your Share Draft account or from your Share Draft account to your Regular Share account. (*Some networks may not allow all transaction types.*)
- Verify balances in specified savings or share draft accounts that you have with us. (Those are not "electronic fund transfers.")

**Your Option to Limit Cash Withdrawals.** In addition to dollar amount limitations for withdrawals using your ATM card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM card and/or code to \$50.00 per day.

**Electronic Check Conversion:** A transfer through an ACH when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign. Note that some merchants or service providers will initiate an electronic funds transfer to collect the amount of a check or draft and a returned check/draft charge in the event a check or draft, even if originally presented in paper form, is returned for insufficient funds.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make/we receive your payment, and you will not receive your check back from us.

**Illegal Use:** You understand and agree that you may not use any of our electronic fund transfer services for any illegal purpose.

**Point of Sale Transactions:** Your ATM/Debit Card may be used to purchase goods or services from merchants who have arranged to accept an ATM/Debit Card as a means of payment. If you have an ATM/Debit Card, it may be used to purchase goods and services from certain merchants. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol which identifies them as a merchant who will accept your ATM/Debit Card. Purchases made with your ATM/Debit Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your share draft account to be debited for the amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your ATM/Debit Card.

**Telephone Audio Response Services:** You may also call the credit union and, upon furnishing the credit union with information to identify yourself, transfer money between your accounts and perform balance inquiries.

**5. Excluded Transactions:** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts in the credit union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in Section 4; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.

**6. Overdrafts.** If a transaction is presented that, if paid, would result in an overdraft, we may reject it (unless we have contracted to the contrary) or pay it at our discretion. If you have not opted in to payment of overdraft ATM and one-time debit transactions we generally will not pay them.

If we agree to authorize any transaction that would exceed your available account balance or available overdraft protection, you agree to pay the overdraft. If you have opted in to the credit union's overdraft service for ATM and non-recurring Debit Card transactions, you also agree to pay overdraft charges in effect from time to time for each such transaction which causes your available account balance or available overdraft protection to be exceeded. For other types of overdrafts, you will be charged overdraft charges whether or not you have opted-in.

You also authorize us to apply from any other share account, any amount necessary to pay such an overdraft. If the overdraft is created in your share draft account, (1) a transfer may be made from your other share account(s) to cover the overdraft, in accordance with your share draft account agreement with us, or (2) an advance on your line of credit loan account with us may be made to cover the overdraft, and you will pay that depending upon which form of overdraft protection you have selected.

**7. Fees for "Electronic Fund Transfers":** We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing a new fee or increasing an existing one.

**Charges:** All charges related to electronic fund transfers are:

**A.** Eight (8) free transactions will be allowed per month. Transactions exceeding the eight (8) free ones will cost:

- (i) \$2.00 per transaction
- (ii) \$30.00 per overdraft

**B.** Cards will be issued at no charge to the member. Lost or stolen cards will be replaced at a cost of \$5.00 per card.



**C. Currency Conversion Assessment.** Up to one percent of all transactions that are converted from foreign currencies to U.S. dollars.

**D. Cross-Border Assessment Fee.** Up to one percent of all cross-border debit card transactions (excluding transactions initiated in U.S. territories or at U.S. military bases in foreign countries).

**8. Electronic Collection of Returned Item Fees.** If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee. The fee for handling returned items is disclosed in a separate Fee Schedule.

**9. Documentation of Electronic Fund Transfers:**

**A.** You can get a transaction receipt at the time you make any transfer to, from, or between your account(s) using an AUTOMATED TELLER MACHINE, and each time you make a purchase using your ATM/Debit Card. Receipts may not be available for some small transactions.

**B.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call or write us at the telephone number and address appearing on your periodic statement or as shown on this Agreement to find out whether or not the pre-authorized deposit has been made to your account.

**C.** You will get a statement every month of each asset account to which you have authorized any "electronic fund transfer" service. If there has been no activity on the account, the statement will be sent quarterly.

**10. Your Right to Stop Payment of Pre-authorized Transfers:** Rights and Procedures to Stop Payment: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

**CALL:** (248) 624-5222

or **WRITE** us at: Walled Lake Schools Federal Credit Union  
3095 South Commerce Rd  
Walled Lake, MI 48390

This notice must be sent in time for us to receive your request 3 business days, or more, before the payment is scheduled to be made. If you call, you will be REQUIRED to put your request in writing and get it to us within 14 days after you call.

Stop-payment orders are \$30.00 each. We reserve the right to increase such fees in the future. If you order us to stop one of these payments 3 "business days" or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

**Business Day:** For the purposes of this Agreement, a "business day" is defined as Monday through Saturday, except federal holidays.

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

If you do these things in writing, you **MUST** send the letter to:

**WRITE us at:** Walled Lake Schools Federal Credit Union  
3095 South Commerce Rd  
Walled Lake, MI 48390

or **CALL:** (248) 624-5222

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

**12. Confidentiality:** In general, you agree that we may disclose information to third parties about your account or the transfers that you make:

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

In addition, if you have a Mastercard debit card, you agree that we may provide your personal data, to the extent allowed by law, to Mastercard, its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services only.

**13. In Case of Errors or Questions** about your "Electronic Fund Transfers,"

**CALL:** (248) 624-5222

or **WRITE us at:** Walled Lake Schools Federal Credit Union  
3095 South Commerce Rd  
Walled Lake, MI 48390

You must notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the **FIRST** statement on which the problem or error appeared.

- A.** Tell us your name and account number, if any.
- B.** 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.
- C.** Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. In section 11 of this agreement, we list our business days.

We will tell you the results of our investigation within 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 45\*\* business days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

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

\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

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

**14. Liability for Failure to Make “Electronic Fund Transfers”:** If we do not complete an “electronic fund transfer” as described in Section 4, to or from your accounts on time or in the correct amount according to our agreements 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 there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan, to make the transfer.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would go over the credit limit on your overdraft line.
- If the AUTOMATED TELLER MACHINE where you made the transfer did not have cash.
- If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such “electronic fund transfers”:

**15. Regulatory Agency:** If you believe that we may have violated the Michigan Electronic Funds Transfers Act (Michigan Public Act No. 322 of 1978), you may contact:

National Credit Union Administration, Region 1 – Albany  
9 Washington Square, Washington Avenue Extension  
Albany, NY 12205

State of Michigan  
Department of Insurance and Financial Services  
P.O. Box 30224  
Lansing, Michigan 48909

**16. Amendments/Termination:** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances: however, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed.

**17. Location of Machines:** The number and location of AUTOMATED TELLER MACHINES is, of course, subject to change at any time. Network: Besides being able to use your electronic fund transfer card at ATM terminals, you may access your accounts at the following networks: Accel, AllPoint, Cirrus, Maestro & Plus.

**18. Card Ownership:** All ATM/Debit Cards and PINS remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice.

**19. Secrecy of PIN:** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your card.

**20. Limitations on “Electronic Fund Transfers”:** There are no limitations on the number or dollar amount of deposits or payment transactions you may make at any AUTOMATED TELLER MACHINE during its 24-hour operating cycle. You must always maintain a minimum of \$5.00 in a Regular Share Account to be entitled to make “Electronic Fund Transfers” affecting your account. You may only make 8 transactions during any month without incurring a fee. Please refer to our fee schedule for the fees associated when more than 8 transactions have been made.

However, to protect against possible losses, your card will not allow you to withdraw more than \$500.00 cash from an AUTOMATED TELLER MACHINE during such a 24-hour cycle (even if two ATM/Debit Cards have been issued for a single account, e.g. when a husband and wife each have a card for their joint account). Withdrawals may be made up to \$500.00, when online and up to \$200.00 when off line, or no more than \$500.00 for a POS transaction during such a 24-hour cycle. Withdrawals may be made up to \$500.00 cash and up to \$1,000.00 for a PIN based purchase or signature based purchase with your debit Mastercard. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance.

As to transactions other than those made at an AUTOMATED TELLER MACHINE, there are no limitations as to how often you can make “electronic fund transfers” described in Section 4. Nor are there any restrictions as to the dollar amount of any one “electronic fund transfer.” We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so.

**21. Crediting of Deposits and Payments:** Deposits or payments made in an AUTOMATED TELLER MACHINE whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to share or share draft accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

**22. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by Mastercard. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government mandated rate or the wholesale market rate in effect one day prior to the transaction processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**23(A). Liability for unauthorized use:** Tell us **AT ONCE** if you believe your ATM Card, Debit Card, or PIN has been lost or stolen. 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 two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (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, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**23(B). Special Rules for Debit Mastercard®**, when used for Point-of- Sale Transactions. You will not be liable for any unauthorized transactions using your Mastercard® debit card, when used for point-of- sale transactions, if:

(i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft;

(ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period; and

(iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or service obtained by the unauthorized use.

“Unauthorized use” means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by Mastercard.

**23(C). Notification of Lost/Stolen Card:** If you believe your ATM Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

**CALL:** (248) 624-5222

or **WRITE us at:** Walled Lake Schools Federal Credit Union  
3095 South Commerce Rd  
Walled Lake, MI 48390

**IMMEDIATELY**

If you believe your Debit Mastercard® or PIN has been lost or stolen:

**CALL:** (248) 624-5222

or **WRITE us at:** Walled Lake Schools Federal Credit Union  
3095 South Commerce Rd  
Walled Lake, MI 48390

**IMMEDIATELY**

**24. Termination of Prior Agreements:** Upon your receipt hereof, this disclosure terminates and takes the place of any Automated Teller Machine Agreement previously furnished to you.

**TO APPLY FOR AN ATM/DEBIT CARD**

**CALL:** (248) 624-5222

**OR WRITE TO:**

Walled Lake Schools Federal Credit Union  
3095 South Commerce Rd  
Walled Lake, MI 48390

**25. Notice Regarding ATM Fees Charged by Others:** When you use an ATM that is not owned by us, you may be charged a fee by the ATM operator and/or by an automated transfer network. We will separately publish a list of machines owned and operated by us from time to time.

**Effective Date:** The effective date of this Agreement is November 2019.

## **FUNDS AVAILABILITY POLICY - YOUR ABILITY TO WITHDRAW FUNDS TRUTH-IN-SAVINGS DISCLOSURE**

### **REGULAR SHARE (SAVINGS) ACCOUNT**

**Rate Information** - The dividend rate and annual percentage yield (APY) may change based on the determination of the Credit Union Board of Directors. For current rates, see the Credit Union's Rate Schedule, which is a supplement to this disclosure. The Rate Schedule lists the current dividend rates and APY's. At any time, ask for the current copy of our Rate Schedule to see our current rates.

**Compounding and Crediting** - Dividends will be compounded quarterly and will be credited quarterly. For example, the beginning of the first dividend period of the calendar year is January 1 and the ending 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 the dividend period, and for the example given is April 1. If you close this Regular Share Account before dividends are paid, you will not receive dividends.

**Minimum Balance Requirements** - To be a member and maintain accounts at our Credit Union, you must purchase one (1) share in the Credit Union. The par value of a share in this Credit Union is \$5.00. The minimum balance required to open this account is \$5.00. You must maintain a minimum average daily balance of \$5.00 in your account to receive dividends.

**Balance Computation Method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**Accrual of Dividends** - Dividends will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

**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 statement period, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

The Credit Union reserves the right to require a member intending to make a withdrawal from any account (except a share draft) to give written notice of such intent not less than seven (7) days and up to sixty (60) days before such withdrawal. The maximum withdrawal in cash will be limited to \$5,000.00 per day.

### **SHARE DRAFT (CHECKING) ACCOUNT**

**Dividends** - No dividends are paid on this account.

**Minimum Balance Requirements** - To be a member and maintain accounts at our Credit Union, you must purchase one (1) share in the Credit Union. The par value of a share in this Credit Union is \$5.00. There is no minimum balance required to open this account.

**Overdraft Protection from Savings** - In the event a check is presented for payment and there are not sufficient funds in the account, a transfer will be made automatically from your savings account to cover the check if funds are available. Fees for this service are disclosed in a separate Fee schedule.

**Overdraft Protection from Loan** - The Credit Union also offers a second type of overdraft protection. This protection is an overdraft line of credit. If a check is presented for payment and there are not sufficient funds in the account, a loan may be generated to cover the check. Advances will be made in \$50.00 increments and repayment is based at \$30.00 per \$1,000.00. An application requesting this service is required.

**Cost of Checks** - Your first box of basic checks is free. Subsequent boxes will be full price.

## **CHRISTMAS CLUB SHARE ACCOUNT**

**Rate Information** - The dividend rate and APY may change every quarter based on the determination of the Credit Union Board of Directors. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement that we have included with and made a part of this disclosure.

**Compounding and Crediting** - Dividends will be compounded quarterly and will be credited quarterly. For example, the beginning of the first dividend period of the calendar year is January 1 and the ending 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 the dividend period, and for the example given is April 1. If you close this Christmas Club Share Account before dividends are paid, you will not receive dividends.

**Minimum Balance Requirements** - To be a member and maintain accounts at our Credit Union, you must purchase one (1) share in the Credit Union. The par value of a share in this Credit Union is \$5.00. There is no minimum balance required to open this account. You must maintain a minimum average daily balance of \$5.00 in this account to receive dividends.

**Balance Computation Method** - Dividends are calculated by the average daily balance method, which applies a daily periodic rate to the principal in your account each day. The average daily balance is determined by adding the full amount of the principle in the account for each day of the period and dividing that figure by the number of days in the period.

**Accrual of Dividends** - Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account.

**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** - The minimum you may withdraw from this account is \$0.01. You make one withdrawal from this account at the end of the club year. You may not make withdrawals from this account without closing the account. The account must remain closed until the beginning of the new club year.

The Credit Union reserves the right to require a member intending to make a withdrawal from any account (except a share draft) to give written notice of such intent not less than seven (7) days and up to sixty (60) days before such withdrawal. The maximum withdrawal in cash will be limited to \$5,000.00 per day.

## **INDIVIDUAL RETIREMENT SHARE ACCOUNT (IRA)**

**Rate Information** - The dividend rate and APY may change every quarter based on the determination of the Credit Union Board of Directors. For the current dividend rate and corresponding APY, refer to the accompanying account disclosure rate supplement that we have included with and made a part of this disclosure.

**Compounding and Crediting** - Dividends will be compounded quarterly and will be credited quarterly. For example, the Beginning of the first dividend period of the calendar year is January 1 and the ending 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 the dividend period, and for the example given is April 1. If you close this IRA Share Account before dividends are paid, you will not receive dividends.

**Minimum Balance Requirements** - To be a member and maintain accounts at our Credit Union, you must purchase one (1) share in the Credit Union. The par value of a share in this Credit Union is \$5.00. There is no minimum balance required to open this account.

**Balance Computation Method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**Accrual of Dividends** - Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account.

**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** - IRA withdrawals are subject to limitations, and penalties may be imposed by the Internal Revenue Service. Please see your IRA agreement or your tax advisor for additional information. The Credit Union reserves the right to require a member intending to make a withdrawal from any account (except a share draft) to give written notice of such intent not less than seven (7) days and up to sixty (60) days before such withdrawal. The maximum withdrawal in cash will be limited to \$5,000.00 per day.

## **CERTIFICATE ACCOUNTS**

**Establishing Account and Rate** - A member may establish a Certificate Account and/or a Long Term Certificate Account (we will refer to these as "Certificates") by signing appropriate documentation and making the required minimum deposit. Certificates are savings accounts (also known as "Term Accounts") that generally earn a higher rate of interest than other savings accounts. The interest rate and APY for Certificates are 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 premature withdrawal from this account will reduce earning and may incur penalties (see the Rate Schedule for information concerning such penalties).

**Minimum Balance Requirement** – The minimum balance required to open this account is \$1,000.00. You must also maintain a minimum membership balance of \$5.00 in your Primary Share Account to maintain a Certificate beyond its next maturity date.

**Compounding and Crediting** - Interest is compounded and paid monthly. If you close your Certificate before interest is credited, accrued interest will be paid to date less any early withdrawal penalty, if applicable. See the discussion of early withdrawal penalties below.

**Renewal Policy** - For automatically renewing Certificates, there will be a 7-calendar-day grace period for withdrawals after maturity, during which time no early withdrawal penalty will apply. Interest will not be earned during the grace period on funds withdrawn during the grace period. If a Certificate account is not withdrawn within 7 days after it matures, it will automatically renew from its last maturity date unless we give you notice that it will not renew. Renewed Certificates will be reinvested in another Certificate of equal term at the interest rate and APY in effect on the date of maturity and renewal. The Credit Union shall determine the interest rate for the renewed Certificate on or before maturity, and that information will be available upon maturity prior to renewal. Within 7 days after the maturity date, you may call Member



Services during regular business hours at (248) 624-5222 to find out the interest rate and APY that will apply to the Certificate if it is renewed. You can also find current Certificate rates online at [www.wlsefcu.com](http://www.wlsefcu.com). You may make an additional deposit to Certificates during the 7-day grace period unless you choose a new Certificate with a different length of maturity. All other terms and conditions, including the term length of the Certificate, shall be the same as the previous Certificate unless the Credit Union shall, prior to renewal, give written notice of a change in such terms and conditions.

**Transaction Limitations** - After a Certificate is purchased, you may generally not make deposits into or withdraw principal from that Certificate until the maturity date. If a withdrawal of principal must be made prior to maturity, the amount remaining on deposit after the withdrawal must not fall below the minimum balance requirement for that Certificate, otherwise the entire account balance must be withdrawn. In addition, an early withdrawal penalty will be assessed, as discussed below, for all withdrawals from any Certificate account prior to maturity. If you wish to deposit additional funds into a Certificate, you may purchase another Certificate at the then current rates.

**Early Withdrawal Penalty** - If you withdraw any principal from a Certificate before the maturity date, you will be assessed a penalty equal to 90-180 days' interest (depending on the term of the certificate) on the entire principal amount. If the penalty exceeds the interest due at the time of such early withdrawal, the difference shall be deducted from the principal amount. No early withdrawal penalty will be assessed if the principal is withdrawn due to the death of any joint party to the Certificate.

## PRIVACY POLICY

Walled Lake Schools Federal Credit Union is committed to making available financial products and services that will enable you to meet your financial needs and reach your financial goals. Protecting personal information and using it in a manner consistent with your expectations is a high priority to everyone associated with Walled Lake Schools Federal Credit Union.

As a member of our credit union, you also have a responsibility to safeguard your financial information.

To ensure that you can rely on the quality of products and services we make available, WLSFCU stands behind the following privacy policy:

- WLSFCU will collect only the personal information necessary to conduct our business. That means just what is necessary to provide competitive financial products and services, and no more.
- WLSFCU will protect your personal information. WLSFCU will maintain strong security controls to ensure that member information in our files and computers is protected. Where appropriate, we will use security coding techniques to protect against unauthorized access to personal records, to ensure accuracy and integrity of communications and transactions, and to protect member confidentiality.
- You will always have access to your information. As a member of WLSFCU, you will always have the opportunity to review your information and make changes to ensure that our records are complete and accurate.
- WLSFCU will only share information when absolutely necessary. We will only share information to administer the products and services we provide, when required to do so by the government, or when we partner with other businesses to offer a broader array of products and services.
- WLSFCU will partner only with businesses that follow strict confidentiality requirements. The businesses we select will offer products designed to enhance our members' economic well-being. Under no circumstances will we authorize those firms to charge your account for any fees without your express consent, and **we will not sell member information to telemarketing firms.**
- If it becomes necessary, WLSFCU will offer you a choice to keep your information from being shared with our business partners (Opt-out). We will inform you on how to exercise

your choice, and we will take all reasonable steps to make sure your requests are followed. At least once a year, *we will remind all members of this right to choose.*

Locations: 3095 South Commerce Rd  
Walled Lake, MI 48390

Phone: (248) 624-5222  
Fax: (248) 624-0614  
TellerPhone: 1-866-728-9676

ATM/Debit Cards – Activate & PINS 1-800-992-3808  
ATM/Debit Cards – Lost or Stolen 1-800-472-3272

Visa – Member Service 1-800-299-9842  
Visa – Change PIN 1-866-297-3408  
Visa – EZCardInfo.com Help 1-866-604-0380

Office Hours: Monday – Thursday 10:00 AM – 5:00 PM  
Friday 10:00 AM – 6:00 PM  
Saturday 9:00 AM – 12:00 PM

Drive-Up Hours: Monday – Thursday 9:00 AM – 5:00 PM  
Friday 9:00 AM – 5:00 PM  
Saturday 9:00 AM – 12:00 PM

Website: WWW.WLSEFCU.COM