

What You Should Know About Your Credit Union Account

- Share Draft Agreement
- Terms & Conditions
- Electronic Funds Transfers (EFT)
- Funds Availability
- Truth In Savings
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Why We Ask For Identification

Due to the illicit activities of terrorist and criminal groups in recent years, the *United States Patriot Act* is now requiring all credit unions to take extra security precautions to protect its members, and in doing so, the citizens of the United States. Federal law now requires all financial institutions to verify and record information to identify each person who opens an account. These new procedures are designed to prevent crimes, such as identity theft and account fraud. These are crimes specifically that terrorists use to finance their operations against the United States and its citizens. When you open or change an account, you will be asked for your name, address, date of birth, and other necessary information that will allow us to properly identify you. We will also ask to see your driver's license or other identifying government issued documents. The definition of an account covers a broad range of regular financial transactions such as deposit, share draft, transaction, asset, or credit accounts or other extension of credit. Requiring identity verification may seem inconvenient, but it can be a strong deterrent for terrorists and other criminals. You can be certain that we will only request the information required by law, and that we will use the information only for purposes of complying with the law. As a valued member, your privacy is very important to us, and we will respect and protect it as always, consistent with the law's requirements. **THANK YOU FOR YOUR UNDERSTANDING AND COOPERATION IN THIS IMPORTANT MATTER.**

Share Draft Account Agreement with Over Draft Payment Provisions

The following is a description of Share Draft accounts in the Shore to Shore Community Federal Credit Union. The accounts are also subject to the terms and conditions in the Share Draft agreement and any other terms and conditions the Shore to Shore Community Federal Credit Union establishes. The Share Draft Checking account is considered to be a transaction account and may not receive any Dividends.

Note: the Federal Credit Union bylaws give the Credit Union the authority to impose a notice of up to 90 days for withdrawal of shares. The Credit Union also reserves the right to change this account to another type without the member's approval if, in the Credit Union's judgment, the change is not adverse to the member. The Credit Union will notify the member within 15 days before the change is effected. If the Credit Union determines that a change to another type of account would be adverse to the member, the change will not be made without the member's approval. I/we hereby authorize **Shore to Shore Community Federal Credit Union** to establish the Share Draft account to me/us. The Credit Union is authorized to pay share drafts signed by me (or any of us) and to charge all such payments against the shares in this Account. It is further agreed that:

- a)** Only share draft blanks (and other methods) approved by the Credit Union may be used to make withdrawals from this account.
- b)** All non-cash payments received in this Account will be credited subject to final payment of such terms.
- c)** The Credit Union is under no obligation to pay a share draft that exceeds the fully paid and collected share balance in this account. However, the Credit Union may, at its discretion, pay such a draft. If the Credit Union does pay such a draft, it is agreed that the owners or joint owners shall immediately reimburse the Credit Union, to the extent that such a draft exceeds the share balance in this Account. Such reimbursement shall be in cash, unless another manner of reimbursement has been authorized.
- d)** The Credit Union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payee) appearing on the share draft, unless the Credit Union has prior to presentment and with reasonable time for the Credit Union to act, received a separate notice of stop payment order concerning the draft.
- e)** When paid, share drafts become the property of the Credit Union and will not be returned either with the periodic statement of this Account or otherwise. Copies of such share drafts will be provided, if requested and the Credit Union may charge a fee for providing such copies.
- f)** Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft.
- g)** Any objection with respect to any item shown on a periodic statement of this account is waived unless made in writing to the Credit Union before the end of 60 days after the statement is mailed.
- h)** This Account is subject to the Credit Union's right to require advance notice of withdrawal, as provided in the Credit Union's bylaws.
- i)** The Account is also subject to such other terms, conditions, or service charges as the Credit Union may establish upon giving 15 days written notice. Notice may be given by U.S. mail, First Class postage prepaid, to the last know address, as reflected in the Credit Union's records. If more than one person signs this agreement, the persons signing shall be the joint owners of the Account which, in that event shall be subject to the additional terms and conditions as stated in **The Joint Share Account Agreement.**

Terms and Conditions

(Joint Share Account-Additional Agreement)

The Credit Union is hereby authorized to recognize any of the signatures subscribed on this agreement hereof in the payment of funds or the transaction of any business for this Account. The joint owners of this Account hereby agree with each other and with the Credit Union that all sums now paid into this Account, or heretofore paid into this Account, by any or all said joint owners with all accumulations thereon are and shall be owned by them jointly, with right of survivorship, and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor(s) shall be valid and discharge the Credit Union under this Agreement shall not be changed or terminated by said owners, or any of them, except by written notice to the Credit Union, which shall not affect transactions previously made. The Credit Union offers a line of credit program for overdraft share protection as follows:

- Requires Credit Union approval up to \$1,000.
- An advance is in \$100 increments.
- An advance carries a \$4 fee per advance.
- The Annual Percentage Rate (APR) is 12.5%.

NOTE: The Contract and Truth-in Lending Disclosure is available when applying for overdraft protection Line of Credit.

I/We hereby authorize the Credit Union to reimburse itself for any drafts which it pays, to the extent by which such draft exceeds the share draft Checking balance in the Account, by; 1) Transferring sufficient shares from other accounts. Such transfers shall not reduce the balance in any Share account below the par value of one share or below any previously pledged shares. Such transfers shall be subject to a service charge, as determined by the Credit Union from time to time. 2) Share Draft Checking Overdraft Protection Line of Credit.

Share Draft Statement Reconciliation

Some members may find it necessary to receive Credit Union assistance in reconciling their personal Share Draft account. The Credit Union will be pleased to perform this service as a teaching function. There will be no charge to a member for this service if a request is within 30 days of the Share Draft statement and the prior statement was in balance. After 30 days of the Share Draft Checking statement, the Credit Union may charge the member per hour as disclosed in the Fee Schedule.

Credit Time Frames

All Corporate checks, and personal checks that are covered by shares in your other Share accounts will be accepted for immediate credit to your Share Draft Checking account. Third party checks will not be accepted for any transaction.

Deposits Requiring Holds

Personal checks that are NOT covered by shares in your Share account will have a hold placed against the funds until the item is cleared. The item will be deposited into the regular share account with a hold. These funds are not available for use for five (5) business days on a local check. **Note: THE DAYS THAT ITEMS ARE HELD ARE NOT A GUARANTEE THAT AN ITEM IS CLEARED. SHOULD AN ITEM BE RETURNED AS A REJECTED ITEM, DURING ANY TIME FRAME FOR ANY REASON, THE MEMBER IS RESPONSIBLE TO COVER THE FUNDS IMMEDIATELY, UPON NOTICE FROM THE CREDIT UNION. BUSINESS ACCOUNTS WILL ALSO HAVE THE SAME HOLD REQUIREMENTS.**

Re-Deposits

Checks returned back to the Credit Union as non-sufficient funds or returned for any reason will be re-deposited one time. When a returned item occurs the second time, the Credit Union staff will reverse a deposit, back out a loan payment, or if necessary withdraw other funds to cover a returned item, to include the applicable fees. If funds are unavailable for withdrawal, the member will be contacted and asked to bring the funds into the Credit Union immediately.

Cashing Member Drafts at Credit Union Office or Service Center

All drafts presented at the Credit Union or Service Center will be immediately honored, provided there are adequate funds in the share draft checking account to meet the demand. Drafts cashed will be immediately deducted from the member's Share Draft Checking account and will not be further processed through the draft network. All drafts presented for payment at the Credit Union office should be made out directly to the individual who is cashing the draft.

- Drafts made payable to a business must have the same business account with the Credit Union before the draft is accepted. **THE DRAFT MAY NOT BE CASHED.** The draft must be deposited into the business account and a withdrawal made payable to those individuals signed on the account.

1. IF A MEMBER WRITES THEIR DRAFT TO A BUSINESS AND THE BUSINESS DOES NOT HAVE A BUSINESS ACCOUNT WITH S2SCFCU, THE HOLDER OF THE CHECK WILL NEED TO GO TO THE FINANCIAL INSTITUTION HOLDING THE BUSINESS ACCOUNT TO PROCESS THE DRAFT.

Electronic Fund Transfers (EFT)

Your Rights and Responsibilities

Listed are the types of Electronic Funds Transfers that S2SCFCU is capable of offering. Some of the services may not apply to your account. Please read this disclosure and keep the notice for future reference. Explained are your rights and responsibilities for the transactions listed. Make **Note**: Any manually honored items will be subject to a \$2.00 charge.

Preauthorized Credits (Direct Deposits)

You may make arrangements for direct deposits to be deposited into your Savings or Share Draft account(s).

Preauthorized Debits (Direct Payments)

You may make arrangements to pay some recurring bills from your Savings or Share Draft account(s).

Right to stop preauthorized payments and procedures to do so: If you have told us in advance to make regular payments out of your account, you may stop any of these payments and this is how:

1. At least three (3) business days before the payment is scheduled to come out of your account fax or write us at the numbers or addresses listed in this brochure, requesting that we do not withdraw from your account for the payment.
2. Notice of varying amounts - If the preauthorized payments vary in amount, the company or person you are going to pay will tell you, 10 days before each payment. They will tell you when the payment will be made and how much the payment will be. You have the option to receive this notice only when the payment will differ by more than a certain amount from the last payment or when the amount would be outside of limits set by you.
3. Liability for Failure to Stop Payment of Preauthorized Transfer - If you order us to stop one of the payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

FEES:

Preauthorized credits (deposits) or preauthorized debits (payments) will not carry a fee, provided the transaction clears your account automatically. Preauthorized debits that must be returned due to non-sufficient funds will carry a \$35.00 NSF fee. Stop payment on a preauthorized payment will carry a \$35.00 stop payment fee.

DO NOT PROVIDE A VOIDED SHARE DRAFT

Direct deposits (credits) or direct payments (debits) are available through your Share Draft Checking or Regular Savings account with the following information: Shore to Shore Community Federal Credit Union

1. ABA #272485482 Account Number.
2. Your five or nine digit account number (12345 or 123456789).
3. Indicate Checking or Savings for deposits (credits).
4. Indicate Checking or Savings for Direct Payments (withdrawals or debits).
5. Each manually posted Direct Payment or Deposit carries a \$2.00 Fee.
6. There is a maximum of six (6) Electronic Debits/Transfers from savings per month.

ACH & Wire Transfers

Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the credit union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and, if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any

account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

Online Banking

If we approve Online Banking for your accounts, a separate password will be assigned to you. You must use your password along with your login id to access your accounts. At the present time, you may use Online Banking to:

- Transfer funds from your savings, checking, loan, and Money Market accounts.
- Obtain balance information for your savings, checking, loan, Money Market, Club, and certificate accounts.
- Make loan payments from your savings, checking, and Money Market accounts.

Your accounts can be accessed under Online Banking via a personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day. See the paragraph below for transfer limitations that may apply to these transactions.

Bill Payment

We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer to any person or merchants located outside of the United States. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments per day. The maximum amount of bill payments each day is \$250,000.00 or \$250,000.00 per transaction (whichever comes first), if there are sufficient funds in your account.

Transfer Limitations

For all Regular Share, Side Savings, Youth, IRA Savings and Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

Conditions of EFT Services

Ownership of Cards

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

Honoring the Card

Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

Foreign Transactions

Visa

Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is

a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange 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.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.8 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

Security of Access Code

You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

Joint Accounts

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

Fees and Charges

There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Member Liability

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50.00 if someone used your card 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 and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

866-661-8328

or write to:

Shore to Shore Community Federal Credit Union
4550 Division
Trenton, Michigan 48183

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Right to Receive Documentation

Periodic Statements

Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Terminal Receipt

You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

Direct Deposit

If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (732) 312-1500 or (866) 750-0100. This does not apply to transactions occurring outside the United States.

Account Information Disclosure

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

Business Days

Our business days are Monday through Friday, excluding holidays.

Credit Union Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.

- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

Billing Errors

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

866-661-8328

or write to:

**Shore to Shore Community Federal Credit Union
4550 Division
Trenton, Michigan 48183**

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

* 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 ten (10) business days to investigate the error.

** 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 POS 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 days to investigate the error. NOTE: If the error you assert is an unauthorized Visa

transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

Termination of EFT Services

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

Governing Law

This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Michigan, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Enforcement

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

Telephone Transfers

MILES (Member information Line Everyday Service), our Audio Response System, gives you access to your account 24 hours a day, 7 days a week. Using a touch tone telephone, dial (734) 675-3100 then press 2 and when prompted, enter your account number and your PIN (personal identification number) for the following services:

- Transfer funds from Savings accounts to Share Draft accounts.
- Transfer funds from Share Draft accounts to Savings accounts.
- Transfer funds from Share Draft Checking accounts to Share Draft Checking
- Transfer funds from Savings accounts to Savings accounts.
- Transfer payments from Savings accounts to Loan accounts with us.
- Transfer payments from Share Draft accounts to Loan accounts with us.
- Transfer Visa payments from Savings or Share Draft Checking.
- Get balances on Savings and Share Draft Checking accounts.
- Get history of transactions on Savings and Share Draft Checking.

FEES: There are no fees for MILES (Audio Response) telephone transactions.

Transfer Limitations

During any statement period (one month), Federal regulation (Reg D) states that you may not make any more than (6) withdrawals or transfers from a SAVINGS ACCOUNT if by a preauthorized, automatic overdraft protection or a telephone transfer. Any electronic transaction in excess of the allowed (6) per month could mean that share draft checks and preauthorized payments will be returned unpaid and applicable NSF fees (non-sufficient funds) will apply. In person transfers are free and unlimited. Funds should be in the checking account to cover all share drafts and preauthorized payments. **SHARE DRAFT CHECKING ACCOUNTS** are allowed unlimited transactions each month and all preauthorized payments should be directed to come out of your Share Draft Checking account.

ATM Card/MasterMoney Debit Card

Types of Transfers -Dollar Limitation and Charges

You may access your account at any ATM by using your ATM card or your MasterMoney Debit Card with your PIN (Personal Identification Number) for the following services:

- **Deposit to your Share Draft Checking and Savings at any CO-OP Network ATM**
- Withdrawal from your Share Draft Checking and Savings
 - a. Maximum withdrawal up to \$500 per day.

b. Maximum of three (3) withdrawals per day.

- Transfer from Savings to Share Draft Checking.
- Transfer from Share Draft Checking to Savings.
- Get Share Draft Checking and Savings balances.

• **Note: Checks must be endorsed when depositing to an ATM.**

ATM CARD ONLY (Not available on MasterMoney Debit Card transaction)

- Make S2SCFCU loan payments.
- Transfer from Share Draft Checking or Savings to S2SCFCU loan payments (not to include Visa)

ATM Card Point of Sale (POS) Transactions

You must access your Share Draft Checking accounts to purchase goods (in person) and pay for any service (in person) with participating merchants.

MasterMoney Debit Card Transactions

You must access your Share Draft Checking to purchase goods (in person or by telephone), get cash from a merchant, if the merchant permits, or from a participating financial institution, or do anything that you can do with a credit card (from a participating merchant with your card).

Debit or Credit Choice

In an effort to control fees to our members, Debit card transactions can be posted in two (2) different ways and the most economical way for the credit union to handle your Debit card transactions is the CREDIT CHOICE. Please remember both methods will be **withdrawn from your Share Draft Checking account**.

The DEBIT CHOICE will be withdrawn and will reflect on your account the same day as the transaction.

Transactions using your PIN (Personal Identification Number) may not exceed \$500 per day or three (3) transactions per day.

The CREDIT CHOICE will be withdrawn from your account 2-5 days after the transaction.

Transactions that require your signature may not exceed your credit union approved limit up to \$3,000 per day and may not exceed 15 transactions per day.

FEES:

No S2SCFCU fee for withdrawals/deposits at any CO-OP Network ATM.

No S2SCFCU fee for deposits at any ATM, however, terminal owners may surcharge.

ATM Account Inquiries: \$1.00

S2SCFCU Fee for non CO-OP ATM withdrawal: \$2.00

Documentation

Terminal Transfers - You may get a receipt at the time you make any transfer to or from your accounts at an ATM or POS terminal.

Preauthorized Credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at (734) 675-3100 to find out if the deposit has been made. You may also verify the deposit through MILES, Audio Response System or online using our Virtual Branch.

a) Periodic Statements - You will get a monthly statement from us for your Share Draft Checking accounts. You will get a monthly statement from us for your Savings accounts, unless there are no transactions in a particular month. In any case, you will get a statement at least quarterly.

Financial Institution Liability

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

- a)** If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b)** If the ATM where you are making the transfer does not have enough cash.
- c)** If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- d)** If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions as stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers 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 order, or

d) If you give us permission.

Regulatory Authority

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Financial Institution Bureau, Credit Union Division at 333 South Capital Avenue, Suite A, Lansing, Michigan 48909 or National Credit Union Administration, Division of Supervision, at 4225 Naperville Road, Suite 125, Lisle, Illinois 60532.

Consumer Liability - Unauthorized Transfers

a) If you believe your card and/or PIN (personal identification number) has been lost or stolen, tell us immediately. Calling us on the telephone is a fast way of keeping your losses down. It is possible that you could lose all of your money if you failed to call us. If you tell us within two (2) business days, after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your card and/or PIN without your permission.

b) If you do not tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN and we can prove we could have prevented anyone from using your card and/or PIN without your permission, you could lose as much as \$500.00.

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

d) We may extend the time periods if you have a good reason that kept you from informing us of the loss or theft. This could include a hospital stay or a long trip.

Consumer Liability Limits for MasterMoney Debit Card when used for a Point of Sale (POS) transaction.

You will not be liable for any unauthorized transactions using your MasterMoney Debit card when used for a POS transaction if:

- You report the loss or theft of your card within 24 hours of when you discover the loss or theft of your card.
- You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft.
- You have not reported to us two or more incidents of unauthorized use within the prior twelve-month period and your account is in good standing. If any of these conditions are not met, your liability is the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. **"Unauthorized Use"** means the use of your MasterMoney 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.

Contact in the Event of Unauthorized Transfer

If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call fax, or write us at the telephone numbers and address listed in this brochure. If the credit union is closed, call 1-800-991-4965.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers,

call us or write us at the telephone number or address listed in the brochure, 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 your statement or receipt, call or write us. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

a) Tell us your name and account number.

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 ten (10) business days. We will determine whether an error occurred within ten (10) business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (20 business days if the transfer involved a new account) for the amount you think is in error. This will give you use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the one hundred eighty (180) days after the first deposit is made, unless you already have an established account with us before this account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Funds Availability

Definition of Business Day

Every day is a business day, except Saturdays, Sundays and Federal holidays.

If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However if you make the deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Your Ability to Withdraw Funds

Our policy statement applies to your Share Draft Checking account. Our policy is to make funds from your cash and check deposits available to you on the same business day after we receive your deposit. Electronic direct deposits and cash deposits are available the day of the deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for deposit immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this brochure for the type of check that you deposited.

Longer Delays May Apply/ Case-By-Case Delays

In some cases we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200.00 of your deposit, however, may be available on the same day.

An exception to the availability schedule is as follows:

a) Reasonable check hold time extension is five (5) additional business days for local checks.

b) Reasonable check hold time extension is six (6) additional business days for non-local checks.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- New accounts that have been opened less than 180 days.
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any given day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account in the last six months.
- Emergency conditions, such as failure of computer or communications equipment, etc.

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 180 days your account is open.

a) Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

b) Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of traveler's checks and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit.

c) If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

d) Funds from all other check deposits will be available on the seventh business day after the day of your deposit, unless the case-by-case longer delay applies.

e) There will be times the credit union may place an extended hold on any original check deposit until the check has time to clear.

Deposits at ATMs (Automated Teller Machines)

Funds from any deposit (cash or checks) made at ATMs we do not own or operate may not be available until three to five business days after the day of your deposit or when the funds are removed from an off-premise ATM.

Truth in Savings

Regular Savings (SUB 1): Regular Savings accounts receive quarterly dividends based on earnings. The current dividend is disclosed on the rate sheet. Maintain \$25 in this account to avoid the fees listed in the Fee Disclosure.* (*Obtain current Fee Disclosure). The fee disclosure is available at www.shore2shorecu.com on the Disclosures page.

Share Draft Checking: Share Draft Checking is considered a transaction account and may not receive a dividend.

Money Market Savings Accounts: Money Market Savings accounts receive monthly dividends. The current dividend is disclosed on the rate sheet. The Money Market Savings account has the following restrictions:

- A minimum balance requirement of \$2,500.
- If the account balance falls below the \$2,500 requirement, the Money Market Savings account balance will be transferred to the Regular Share account (SUB 1).
- Withdrawals under the \$500 minimum have a \$5 fee.

Traditional, Roth and Coverdell IRAs: IRA accounts receive dividends quarterly. The current Annual Percentage Rate and Annual Percentage Yield are disclosed on the rate sheet. IRA accounts have the following restrictions:

- When an IRA is closed during the quarter, the IRA account will not earn dividends for the quarter.
- Call for current rates. The rate may be adjusted during the first week of January, April, July and October.
- There is no minimum balance requirement on IRA accounts.

Certificates: Certificate accounts receive dividends at maturity. The current terms, as well as Annual Percentage Rate and Annual Percentage Yield is disclosed on our rate sheet.

Certificates have the following restrictions:

- There is a \$1,000 minimum balance requirement.
- A seven-day grace period is available on renewals.
- Certificates may not be pledged, transferred or assigned to any party other than the credit union.
- Thirty (30) days prior to the maturity of a certificate, a notice will be mailed. You may call 734-675-3100 for current annual percentage rates and annual percentage yields.
- Unless you notify the credit union that you do not wish to renew, or if the credit union is not offering certificates with the same maturity, the certificate will be renewed with the same term as the expiring certificate at the rate offered that day.

Early Withdrawal Penalty for Certificates:

If a certificate is presented for payment prior to the maturity date, the penalty is as follows:

- Forfeiture of all dividends earned since issuance or the last maturity date hereof, or
- All dividends earned the last 91 days for a three (3) month certificate
- All dividends earned the last 182 days for a six (6) month certificate
- All dividends earned during the last 365 days or 366 days for the twelve (12) month certificate, 24 month certificate 782 days

Other Account Withdrawal Penalties:

- When a **Regular Savings** account, paying quarterly dividends, is closed during the quarter, the account will not earn dividends for that dividend period.
 - When a **Money Market** account, paying monthly dividends, is closed during the month, the account will not earn dividends for that dividend period.
 - When an **IRA** account, paying quarterly dividends, is closed during the quarter, the account will not earn dividends for that dividend period.
- Calculation and Payment of Dividends:** The credit union will use the average daily balance method for calculating dividends. The **"AVERAGE DAILY BALANCE METHOD"** means dividends are calculated by the average daily balance method that applies a periodic rate to the average daily balance in the account for that 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.
- The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the Credit Union Board of Directors. You may call 734-675-3100 for the current rates and the Annual Percentage Yields.
 - Only formally declared dividends are paid from current income and all available earnings, after required transfers to reserves at the end of a dividend period.
 - When the account is closed during the dividend period, the account will not earn dividends for that dividend period.
 - Dividends for non-cash items, such as checks will begin to accrue on the business day you place these items into the account.

Withdrawals from the Draft Account

A member may withdraw funds from a Share Draft Checking account without the aid of a draft. This transaction will be processed as a cash share withdrawal. In order to keep the member records accurate, it will be necessary that the receipt for the withdrawal be treated the same as a carbon copy of a draft written. If a member prefers to write a draft in order to

withdraw funds from the Share Draft Checking account, the draft will be made payable to the member and endorsed on the back of the draft.

Holder In Due Course

A holder in due course will be honored within the same regulations. The Credit Union will honor all requests for withdrawal from the Share Draft accounts by sight draft, provided there are adequate funds in the account to meet the demand. The members are responsible for all NSF or stop payment fees on these transactions.

Account Transfers/Manually Honored Drafts

If a transfer is required to honor a share draft, a fee of \$2.00 per draft will be assessed. To eliminate this fee, a member should make prior arrangements to transfer funds into the Share Draft Checking account. Transfers may be made by calling “**MILES**” (Member Information Line Everyday Service) at no cost. A member may come into the Credit Union Office and transfer funds at no cost. Funds may also be transferred through any Co-op ATM at no cost. If a telephone request to transfer funds is made to the Credit Union staff, a \$2.00 fee will be assessed. Please note: Credit Union staff for security reasons will not give balances over the telephone.

Certified Drafts

In order to certify a draft, the member must come into the Credit Union office. The member must fill out the share draft completely and adequate funds must be in the Share Draft Checking account. The share draft will be stamped as certified, and the funds set aside for presentment. These funds are not available for other share draft clearings. Check Fee Schedule for current fee. A stop payment may not be placed on a certified draft, unless the original stamped share draft is presented to the credit union staff for voiding.

Draft Honoring Policy

Drafts will be honored if funds are available in the Share Draft Checking account, and/or if funds are available in other Share accounts, provided pre-authorization had been given to the Credit Union on the “Share Draft Account Agreement.”

Minimum Balance Requirement for Share Draft Accounts

No minimum balance requirements apply to this account.

Transaction Limitations for Share Draft Accounts

No transaction limitations apply to this account

National Credit Union Share Insurance Fund

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

Stop Payment Notification

Any member requesting the payment stopped on a draft should notify the Credit Union immediately. The member must come into the Credit Union and sign the request for stop payment or fax the request for stop payment with owners' signatures. The stop payment signed request will be effective for six months. Applicable fees will be assessed. It will be the member's responsibility to sign another stop payment request after each 6-month period.

Voluntary Closing

Should a member voluntarily close a Share Draft Checking account, it will be necessary to come to the Credit Union office and complete the Closed Account Request forms. If the member brings into the Credit Union the carbon copies of those drafts that are currently outstanding (in order to maintain a balance in the account to cover the remaining drafts outstanding) and also any unused drafts, the member will not be assessed a fee. Unused drafts will be destroyed for the member. If unused drafts are not returned, the member will be assessed a \$35.00 closed account fee.

Automatic Closing

Any Share Draft Checking account, maintaining a balance of \$5.00 or less for a period of 90 days, may be automatically closed. The member will receive notification that the closing has occurred and will be asked to return all unused drafts to the Credit Union to be destroyed. If any unused drafts are not returned to the Credit Union, the member will be assessed a \$35.00 closed account fee.

Involuntary Closing

The Credit Union reserves the right to close any Share Draft Checking account when a member has misused the account. At the discretion of management, the account of any member who has had on more than 3 occasions, non-sufficient fund share drafts may be closed. If the unused drafts are not returned to the Credit Union, the member will be assessed a \$35.00 closed account fee.

Disputes Over Remote Access Facility Transaction

All disputes relating to remote access facilities will be resolved in accordance with the state and federal electronic fund transfer system regulations.

Unlawful Internet Gambling and Other Illegal Activities

You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

Miscellaneous Policies

1. The Credit Union has the authority to make delinquent account transfers from the Share Draft Checking Account. A copy of the transfer will be mailed to the member to enter into the member's records.
2. At the time a member opens a Share Draft Checking Account the member is required to have a minimum of \$25.00 in the regular savings sub 1 and the printer's cost of the drafts in the Share Draft Account.

Fee Disclosure

Note: Maintain \$25.00 Regular Savings (SUB 1) and avoid all fees in section one (1). Maintain \$7.00 Regular Savings (SUB 1) and an active Share Draft Checking account to avoid check cashing fee and withdrawal fee.

Courtesy Pay Overdraft Protection Plan Member Disclosure

Shore to Shore Community Federal Credit Union has put a program (Courtesy Pay) in place to protect our members from inadvertent errors and from fees charged by merchants or for late payments when a check is returned unpaid. Used wisely, the program will save you the embarrassment and hassle of returned checks, if you should make an error. Your entitlement to benefits in the Courtesy Pay program depends on your ongoing relationship with Shore to Shore Community Federal Credit Union. We do not recommend that you use this feature repeatedly as the fees can become costly. Shore to Shore Community Federal Credit Union will continue to transfer funds from savings or your overdraft line of credit, based on your account setup, to cover an overdraft before allowing a negative balance in the account. Shore to Shore Community Federal Credit Union will honor (pay) NSF items that create a reasonable overdraft. The approval of a payment that creates a reasonable overdraft is a discretionary service, and not a right or obligation. It can cease at any time without prior notice of reason or cause. Your account will be charged a Courtesy Pay fee* for each item paid. Once the Courtesy Pay limit has been reached, the items will then be sent back NSF and a NSF fee will be charged. Types of transactions that may be approved for Courtesy Pay include: Check, ACH, Bill Pay payments, Debit Card, or Point of Sale transactions. A notice will be sent to you, informing you of the transaction and the amount that the account is overdrawn. It is your responsibility to make immediate payment of any overdrafts together with any service charges to Shore to Shore Community Federal Credit Union.

**A Courtesy Pay fee of \$35.00 will be charged for each item paid.*

You may stop this overdraft service at any time. If you wish to do so please stop into one of our offices to confirm your intention to opt out of Courtesy Pay.