



# Account Agreement and Disclosures

**Membership and Account Agreement**

**Electronic Funds Transfer Agreement  
and Disclosure**

**Electronic Correspondence Disclosure  
and Agreement**

**Truth in Savings and Funds  
Availability Disclosure**

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This Account Agreement and Disclosure booklet supersedes all previous versions of MSUFCU's enclosed agreement and disclosures. This Account Agreement and Disclosure booklet may change from time to time. Please visit [msufcu.org](http://msufcu.org) for the most current version.

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement outlines the privileges and liabilities of Michigan State University Federal Credit Union (MSUFCU) and our members regarding the accounts and services we offer. In this Agreement, the words “we,” “us,” and “our” refer to MSUFCU. The words “you” and “yours” mean any member of MSUFCU.

Your account plan(s) and the characteristics of your ownership rights are specified in your Membership Agreement. Your signature(s) on the Membership Agreement indicates your agreement, jointly and individually, to the terms and conditions stated in this Membership and Account Agreement, the Membership Application, the Truth-in-Savings Disclosure, the Fee Schedule, the Rate Schedule, any Account Receipt included with this Agreement, the MSUFCU Bylaws, Policies and Procedures, and any changes made periodically to these terms and conditions, which collectively dictate your membership and accounts.

**1. Membership Eligibility.** To become a member of MSUFCU, you must satisfy the membership requirements, including the opening and maintenance of at least one regular share account as set forth in the MSUFCU Bylaws. You authorize us to verify your membership qualifications or any other products or services you apply for by reviewing your account, credit, and employment history and by obtaining information from third parties, including, but not limited to, credit reporting companies.

**2. Taxpayer Identification Numbers and Backup Withholding.** If you cannot furnish your Taxpayer Identification Number (TIN) to us, we may not permit you to open an account until you can provide us with it. Incorrect TINs may cause backup withholding. Backup withholding on your account requires us to deduct a percentage of your dividends, interest, and certain other payments and remit such amount to the Internal Revenue Service (IRS). You may be subject to withholding if your W-8BEN form is expired.

**3. Single Party Accounts.** An account with only one owner is defined as a single party account. An owner is an individual who is eligible for membership. If the account owner dies, the ownership of the account passes to the decedent’s estate, Payable on Death (POD) beneficiary/payee, or trust beneficiary, subject to other terms of this Membership and Account Agreement and applicable law relating to the processing of payments, transfers, and withdrawal requests of an owner, or owner’s agent, before we are notified of an owner’s death.

**4. Multiple Party Accounts.** An account with two or more people or entities jointly owning an account is considered a multiple party account and creates a “joint tenancy with rights of survivorship.” Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968, as amended, being MCLA 490.51, and commonly known as the Credit Union Multiple-Party Accounts Act.

**a. Control of Multiple Party Accounts.** Any owner is allowed and deemed to have the authority to act on behalf of any other account owner(s) with respect to any and all account transactions. Each owner guarantees the signature of any other owner(s). Each owner appoints the other owner to be his/her irrevocable attorney. An owner does not need permission from the other owner(s) in order to withdraw funds, request stop payment on items, or authorize a transfer of all, or any part, of the savings. We are not obligated to inform any owner(s) about

any transaction, except as required by law. We require signatures from all owners authorizing any material changes to the account that are requested by one or more owners. If we are informed, in writing, of a disagreement between account owners, or if there is a conflict in directions between owners, on how to handle an account, we may place a hold on all funds in the account, close the account, or require a court order or written permission from all owners before taking any action with respect to the account.

**b. Multiple Party Account Liability.** If a deposited item in a multiple party account is returned due to insufficient funds, the account is overdrawn, or a final payment is not made on a transaction, the owners, jointly and individually, are responsible for reimbursing us the amount of the returned item, overdraft, or unpaid item and any fees that may be assessed, no matter who approved or initiated the transaction. We may exercise our rights against any account of any owner and any funds in the multiple party account to obtain reimbursement from any account owner indebted to us, regardless of who contributed such funds to the account.

**c. Rights of Survivorship.** When one owner of a multiple party account dies, all rights and available funds in the account fall to the remaining account owner(s), unless otherwise authorized in the Membership Agreement. If a surviving owner does not exist, the last deceased owner's interest will go to his or her estate. If a surviving owner does exist, his or her share of the account is subject to any financial obligations, security interest, or pledge authorized by the decedent, even if the surviving owner did not agree to it.

**5. Accounts for Minors.** Any account opened with a minor designated as the primary owner shall be treated as if the minor is of full age of majority under the bylaws of MSUFCU. Any joint owner shall be jointly and individually liable to us for any returned item, overdraft, or unpaid transaction on the minor's account. Transactions may be handled and dividends paid without approval from the co-owner of legal age. A parent or guardian is not permitted to access the minor's account unless he or she is the joint owner on the account. We are not obligated to question the use or purpose of any transaction.

**6. Uniform Transfers to Minors Account.** A Uniform Transfers to Minors Account (UTMA) is set up by a member, who shall be recognized as the custodian of the account, who deposits funds into the account as a gift to a minor. The minor is the recipient of the custodial funds in the account. The custodian holds proprietary rights and control of the account for the sole privilege and advantage of the minor and until the minor reaches the age of majority. The custodian is the only party authorized to contribute or withdraw funds or close the account, unless otherwise ordered by the court. We are not required to question the use or purpose of any transaction. We may delay any withdrawals from the account if the custodian dies, until we have been instructed by any person permitted by law to withdraw funds, or a court orders us to make a withdrawal.

**7. Payable on Death Account.** A Payable on Death (POD) Account is established in order to designate any surviving POD beneficiary/payee of a single or multiple party account, excluding Individual Retirement Accounts (IRAs). If more than one POD or beneficiary(ies)/payee(s) is named, the ownership of account benefits passes to all such beneficiaries/payees, without rights of survivorship. Designation of a beneficiary/payee for IRAs and Health Savings Accounts (HSAs) is separate from, and does not apply to, POD designations. We are not required to inform the beneficiary/payee of the establishment of any such

account or his or her vesting interest in any account, unless required by law. If no person designated as a POD beneficiary/ payee is living at the time of the death of the last surviving owner, the account shall be considered part of the owner's estate.

**8. Accounts for Trusts and Other Entities.** MSUFCU offers accounts for trusts and other entities such as estates, organizations, associations, sole proprietorships, corporations, limited liability companies, and partnerships that qualify for membership. These types of accounts are governed by separate account agreements specific to the type of entity and account. This Agreement does not apply to such accounts.

**9. Designation of an Account Agent.** An instruction given to MSUFCU by an account owner that permits another person to transact business on specified accounts is a designation of an account agent. A designation does not give the agent any ownership rights in an account or voting privileges with MSUFCU. We are not required to question the use or purpose of any transaction the agent makes.

**10. Silver Spartan.** Silver Spartan is a special package of benefits and services provided to members 55 years of age and older who have at least one of the following (you do not have to be retired):

- An MSUFCU checking account
- Net direct deposit, such as net paycheck, retirement income check, Social Security, military retirement, etc.
- \$1,000 or more on deposit at MSUFCU

**11. Requirements for Depositing Funds.** You may deposit funds into any account using any approved method consistent with the conditions set forth by MSUFCU in the Truth-in-Savings Disclosure.

a. Endorsements. Transfers, checks, drafts, and other items may be received for deposit into any of your accounts if they are payable to, or to the order of, one or more account owner(s), even if all payees fail to endorse them. If we choose, we may furnish missing endorsements of any owner. If a check, draft, or item that is payable to two or more owners is unclear as to whether it is made out to either or both, we may process that check, draft, or item as though it is payable to either person. When you deposit items into your account, you warrant that all prior endorsements are genuine. MSUFCU reserves the right to verify all endorsements on third-party checks presented for payment or deposit either in person or by comparison with Member Account Agreements. If an insurance check, a government check, or other check or draft specifies endorsement requirements on the back of the check or draft, we may require exact endorsement as stated on the item. We require that endorsements be made on the back of the share draft or check within one inch of the upper edge, but we may choose to receive items that have been endorsed outside of that space. However, you are liable for any loss we incur from any delay or processing error due to an incorrect endorsement or other marks made by you or any previous endorser. MSUFCU may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree that MSUFCU does not fail to use ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

b. Collection of Items. So long as we exercise reasonable care, we are not accountable for handling items for deposit or collection, as we serve only as your agent. We do not claim responsibility

for a deposit made by mail or at an automated teller machine (ATM) until the item is in our possession. We are not accountable for any mishandling of an item by another party or its loss in transit. Each separate party will only be accountable for its own negligence. We reserve the right to send any item for collection. Items drawn on an institution not located in the United States are exclusively processed on a collection basis. You forgo the right to any notice of nonpayment, presentment, protest, or dishonor regarding the items we buy or acquire for credit or collection to your account.

c. Final Payment. Until we collect final payment, all items or Automated Clearing House (ACH) transfers posted to your account are provisional. We may charge your account the total amount of such items or ACH transfers and assess a return item fee to your account, as stated in the Fee Schedule, if final payment is not received. Any collection charges we incur may be charged to your account. We reserve the right to reject or return any item or funds transfer or to close your account.

d. Direct Deposits. We may accept direct deposits (e.g. payroll checks, retirement checks, Social Security or other government checks) or preapproved transfers from other accounts. You must approve each direct deposit or automatic transfer beforehand by completing a form provided by us or the organization from which you receive the payment. A separate form must be completed for each direct deposit or automatic transfer. To cancel or modify a direct deposit or automatic transfer, you must notify the organization from which the payment is originated. If applicable, you must notify MSUFCU at least 30 days prior to any direct deposit or preapproved transfer if you wish to cancel or change the direct deposit or transfer. If you file for bankruptcy, all direct deposits that you have authorized will remain unchanged unless you cancel them. If it becomes mandatory that we reimburse the U.S. government for any payment made directly to your account, we may take the amount to be remunerated from any of your accounts, unless restricted by law.

e. Crediting of Deposits. Refer to our Funds Availability Policy Disclosure and Truth-in-Savings Disclosure for information regarding the crediting and availability of deposits.

## **12. Account Access.**

a. Authorized Signature. Your signature on the Membership Agreement permits you to access your account. We will not be responsible for refusing to accept any item or direction if we think it does not contain an authentic signature. You agree to the use of a facsimile of your signature, and that we may accept any draft with a facsimile signature that appears to match your signature on the Membership and Account Application, even if an unauthorized person made it. If you give your account information to a third party, you allow us to perform transactions originated by that person, even if you do not authorize a specific transaction.

b. Access Methods. You may withdraw or transfer funds from your account(s) by any method we offer, (e.g. via ATM, Visa Debit Card, check, in person, by mail, MoneyLine, ComputerLine, or MSUFCU Mobile app) as applicable. We may refuse to honor any draft drawn on a form we do not supply, and you are liable for any loss we incur handling such an item. We have the right to examine and authorize any form of power of attorney, and we may limit account withdrawals or transfers. We are not required to recognize any power of attorney. If any of your accounts become delinquent or overdrawn, we may restrict use of any and all access methods until such accounts are brought current.

c. ACH and Wire Transfers. You may originate or collect debits or credits to your account through ACH or wire transfers. We are not obligated to inform you at the time funds are received through an ACH or wire transfer; however, the transfer will be listed on your periodic statement. We may provisionally credit your account for an ACH transfer before we obtain final payment. We may reverse the provisional credit, or you will reimburse us for the amount credited to your account, if we do not obtain final payment. When you order a wire transfer, you may specify either the recipient or any financial institution by name, an account number, or identifying number. MSUFCU, and other financial institutions, may accept the account number or identifying number as the true identification of the recipient, even if the name and financial institution do not agree with the information you provide us. Your signature may be required to complete a wire transfer from your account. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the National Automated Clearinghouse Association and applicable local ACH rules.

d. Transactions by Mail. Except as otherwise provided in this Agreement, MSUFCU may permit you to make deposits, transfers, and withdrawals by mail. Transfers and withdrawals by mail will require a signed request by you. Such transactions will be posted to your account as of the day the transaction is processed at MSUFCU.

**13. Account Rates and Fees.** We pay dividends and charge fees against your account as stated in our Current Dividend Rate Sheet and Fee Schedule. We may revise the Current Dividend Rate Sheet and Fee Schedule at any time, and we will inform you of those changes as required by law. You hereby agree that MSUFCU may impose fees and charges for the deposit account services provided to you and you agree to pay all such fees. You hereby acknowledge receipt of the current Rate and Fee Schedules, which have been provided to you separately.

**14. Share Certificates.** Any Share Certificate we offer is bound by the terms of this Membership and Account Agreement, the Truth-in-Savings Disclosure, and the Rate and Fee Schedules for each account, the details of which are incorporated herein by reference.

**15. Transaction Limitations.**

a. Withdrawal Limitations. We allow withdrawals only if your account has an available balance sufficient to cover the entire amount of the withdrawal, or if you have set up an Overdraft Protection Plan or you have Courtesy Pay or Courtesy Pay for Debit. Drafts, other transfers, or payment orders drawn against an insufficient available balance may be subject to fees in accordance with our Service Fee Schedule, which is incorporated into this Agreement by reference. Fees may be assessed each time a transaction is presented, even if a transaction is rejected and presented for payment again. You agree your account may be charged an NSF (non-sufficient funds) fee when we return or reject transactions presented or submitted against your account that would exceed your available balance. You understand and agree a transaction you authorized (including, but not limited to, a check or electronic funds transfer) may be presented or submitted to us multiple times and you could be charged multiple NSF fees if we return or reject the transaction multiple times. If there are sufficient available funds to cover some, but not all, of your withdrawals, we may clear those withdrawals for which there are sufficient available funds in any order at our discretion. All of your accounts are subject to MSUFCU's right to require advance notice of any withdrawal as provided in the Bylaws.



**b. Regulation D Transfer Limitations.** For Spartan Saver, No Dividend Savings, Holiday/Vacation, Savings Builder, Insured Money Management, and Certificate accounts, if applicable, you may not make more than six withdrawals or transfers per month or any combination of such withdrawals or transfers to another MSUFCU account of yours or to a third party by means of a preauthorized automatic, computer, or mobile app transfer; check, phone order or instruction; or similar order to a third party.

A preapproved transfer includes any agreement with us to pay a third party from your account upon written request, including requests obtained through ACH. You are allowed unrestricted transfers between any of your accounts, payments to any MSUFCU loan account, and withdrawals from your account, as long as the transfers are made in person, by mail, or at an ATM. We reserve the right to reject or return any transfer that surpasses these limitations and may charge fees, as stated in the Fee Schedule, and place a hold on or terminate your account.

### **16. Member's Responsibility for Checking Accounts.**

"Checking" refers to Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, and No Dividend Checking accounts.

1. You must keep your checking records up to date so that you are aware of what funds you have in your checking account at all times. You must not write checks that exceed the amount in your checking account unless the amount is available via the optional overdraft protection.
2. By following a very simple procedure, the checking account should be reconciled each month. A reconciliation form is provided on the back of each statement for your convenience. If necessary, the Credit Union will assist you ONCE in balancing your account. Questions on specific items should be directed to the Specialty and Support Services Department.
3. There will be a fee charged for assistance to reconcile your account after the first occurrence.

### **17. Overdrafts.**

This section describes when you have an overdraft in your account and when MSUFCU will pay or reject the transaction that caused the overdraft.

"Overdraft" means the available balance in your account is insufficient to pay for a transaction at the time the transaction is presented to MSUFCU for payment. Should an overdraft occur and you have overdraft protection, then we may honor the transaction and transfer the amount of the overdraft from your other share accounts or, if applicable, a line of credit, Visa Credit Card and/or home equity plan up to your approved limit. Transfers from your savings account(s), will be made in increments of \$100.00 and deposited to your checking account to cover an overdraft. If funds are not available from these sources, then we may decline to authorize or pay for the transaction, or we may pay it using our Courtesy Pay or Courtesy Pay for Debit services.

Courtesy Pay applies when MSUFCU pays overdraft checks, Automatic Clearing House (ACH) transactions, recurring debit card transactions, and bill pay transactions. Courtesy Pay for Debit applies when we pay overdraft everyday debit card transactions. Subject to certain conditions and limitations, which are described below, Courtesy Pay will automatically apply to

your checking account. You may request to remove Courtesy Pay from your account at any time. However, you must affirmatively consent before Courtesy Pay for Debit will apply to your account. Without your consent, we may not authorize everyday debit card transactions when there is insufficient available balance in your account and the transactions will be declined.

If we pay an overdraft transaction, then we will charge you an Overdraft Fee as provided in MSUFCU's current Service Fee Schedule. If we decline to pay an overdraft transaction, such as when a check or ACH payment is returned unpaid, then we will charge a Non-Sufficient Funds (NSF) fee.

Note: Transactions that are declined may be presented to MSUFCU for payment multiple times until paid. You may be charged an Overdraft Fee or NSF fee each time the transaction is presented for payment, even if the transaction was previously declined and a fee was previously charged. We do not determine whether and when a transaction will be presented or submitted for payment.

The following is important information regarding your account balances, how transactions are posted to your account, and when an Overdraft or NSF fee will be charged.

a. Your Checking Account Balance. Your checking account has two kinds of balances: the "balance" and the "available balance." Both can be checked when you review your account online, on your mobile banking application, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time.

Your balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have been presented and "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term balance may seem as though the number you see is the amount in your account that is available for you to spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your balance. For example, if you have a \$50 balance, but you just wrote a check for \$40, then your balance is still shown as \$50 but it does not reflect the pending check transaction. At that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available for you to use. The available balance is the balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that MSUFCU has authorized but that have not yet posted to your account. For example, assume you have a balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask MSUFCU to authorize the payment. In that case, MSUFCU will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay it. Your balance would still be \$50 because this transaction has not yet been presented to us and posted to your account, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant presents its bill for payment (which could be several days later), MSUFCU will post the transaction to your account and your actual balance will be reduced by \$20, and both your balance and your available balance will be \$30.

Available balance **at the time transactions are presented to MSUFCU and posted to your account (not when they are authorized)** is used to determine when your account is overdrawn. The following example illustrates how this work:

Assume your balance and available balance are each \$100, and you use your debit card to pay a \$60 bill at a restaurant. As a result, your available balance will be reduced by \$60, so your available balance is now \$40. However, your balance is still \$100. Before the restaurant charge is presented to MSUFCU for posting, a check that you wrote for \$50 posts. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your balance was \$100 before the check posted and is still \$50 after the check posts. In this case, MSUFCU may pay the \$50 check, but you will be charged an overdraft fee. That fee will be deducted from your account, further reducing the balance and available balance. Also, when the \$60 restaurant charge is presented to MSUFCU and posted to your account, your available balance is insufficient because of the intervening check, and you will be charged a fee for that transaction as well, even though your available balance was sufficient to pay it when it was authorized.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been authorized or paid from your account.

In the example above, the outstanding check will not be reflected in your available balance until it is presented to MSUFCU and posted to your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains MSUFCU's prior authorization but does not submit a one-time or everyday debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), MSUFCU must release the authorization hold on the transaction. If the authorization hold is released, then your available balance will not reflect this pending transaction until it has been presented to MSUFCU for payment and posted to your account.

**b. How Transactions Are Posted To Your Account.** There are two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when MSUFCU posts transactions to your account.

**Credits.** Most deposits are added to your account when MSUFCU receives them. Credits to the account may include deposits such as cash, checks, ACH, and remittances. In some cases, deposited funds may not be made immediately available for use. Thus, the available balance may not reflect the most recent deposits into the account. For details on the availability of funds, see the Truth-in-Savings and Funds Availability Disclosure.

**Debits.** There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account and MSUFCU is not

necessarily in control of when transactions are received.

- **Checks.** Most checks are processed through the Federal Reserve system. MSUFCU receives data files of cashed checks from the Federal Reserve each business day. The checks drawn on your account are compiled from these data files and posted to your account each business day. MSUFCU processes these payments from low to high dollar value.

- **ACH Payments.** MSUFCU receives and processes multiple data files throughout each business day from the Federal Reserve including Automated Clearing House (ACH) transactions. These also include automatic bill payments you have signed up for. Each file received by MSUFCU is processed separately during each business day. Within each ACH data file, ACH debit transactions for your account are grouped together and posted in low to high dollar value.

- **Point of Sale (POS) Debit Card PIN Transactions.** These are transactions in which you use your debit card to make a purchase and you enter your PIN number at the time of the sale. These types of debit card purchases are similar to ATM withdrawals because money is usually deducted from your account immediately (thus reducing your balance and your available balance) at the time of the transaction. However, some POS PIN transactions are not presented for payment immediately; it depends on the merchant.

- **Point of Sale (POS) Signature Debit Card Transactions.** These are transactions in which you make a purchase with your debit card and you are asked to sign for the purchase as you would with a credit card. As described above, in these situations, the merchant may seek authorization for the payment. When that happens, MSUFCU generally places a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorization holds are deducted from your available balance (but not your balance) as they are received by MSUFCU throughout each day. At some point after you sign for the transaction, the transaction is processed by the merchant and presented to us for posting to your account. This can happen hours, or sometimes days, after you signed for the transaction, depending on the merchant and its processing company. These payment requests are presented in real time throughout the day and are posted to your account as they are received. **Please note:** The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold may be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you use your debit card at gas stations and hotels and certain other retail establishments. MSUFCU cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and are therefore obligated to pay the transaction when presented.

Debit card transactions can be recurring or nonrecurring. Recurring transactions occur when you use your debit card

to set up a recurring monthly or periodic payment, such as for a gym membership or insurance payment. Nonrecurring transactions are one-time or everyday transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or everyday (nonrecurring) transaction.

This is a general description of how certain types of transactions are posted. These practices may change and MSUFCU reserves the right to pay items in any order MSUFCU chooses as permitted by law.

MSUFCU may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one Overdraft and/or NSF fee if we pay or reject multiple transactions when your account is overdrawn.

**The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.**

If you prefer not to have Courtesy Pay or if you have opted in and want to discontinue Courtesy Pay for Debit, then please contact MSUFCU using the contact options provided in Section 43 of this agreement. Courtesy Pay for Debit for debit card transactions can also be canceled through ComputerLine.

c. Additional Terms. The Courtesy Pay and Courtesy Pay for Debit services are not loans or other credit products and require no application or credit approval process.

MSUFCU is not obligated to authorize transactions or pay any overdraft, even if you have Courtesy Pay. We will decide to pay overdrafts on a case-by-case basis, in our sole and absolute discretion. MSUFCU may refuse to pay any items without first notifying you, even though your account is in good standing and even if we have has paid previous overdrafts.

For your overdrafts that are paid, you promise to immediately pay us all sums, including the fees and charges for this service advanced to you or any other person you permit to use your checking account and/or who causes an overdraft on your checking account.

You understand and agree that MSUFCU may transfer funds to your checking account from any of your other account(s) with MSUFCU (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdrawn check, item, or other transaction we may pay, and the related fees. In addition to any other rights that we may have, you agree that any deposits or future deposits or other credits to any account in which you may now or in the future may have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to us by you (overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account.

We may terminate or suspend Courtesy Pay services at any time without prior notice and we may adjust your Courtesy Pay limits based on criteria we establish. In no event shall any termination relieve you of your obligation to repay such sums already paid.

Youth accounts and Credit Rebuild Checking accounts are not eligible for Courtesy Pay or Courtesy Pay for Debit.

You agree we may use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover overdrafts and overdraft fees. If you receive a direct deposit of your monthly Social Security payment into your checking account and do not want the Courtesy Pay service, you must inform MSUFCU in writing to stop MSUFCU from paying your overdrafts with these funds.

**18. Postdated and Stale Dated Checks.** We may honor any draft without consideration of the date. We will honor your written request not to pay a postdated check until the date on the check, but only if such written request is received prior to the check being presented to MSUFCU. We are not required to honor any check drawn on your account that is presented more than six months beyond the date of the check.

**19. Chargebacks.** You are responsible for all checks you cash or deposit into your account. If we cash a check for you or accept it for deposit to your account, and it is returned to us unpaid, we will charge any of your accounts for the amount of the unpaid check. We may, at our option, resubmit the returned check without notification to you.

**20. Stop Payment Orders.**

a. Stop Payment Requests. You may ask us to stop payment on any check drawn on your account. To be effective, you must provide the account number, check number, and the exact amount of the check. The stop payment will be instituted only if MSUFCU receives the request in time to implement the order. You acknowledge that accurate information is required for MSUFCU's computer system to distinguish the check. We are not liable for failing to stop payment on a check if you provide inaccurate or incomplete information to us. If we recredit your account after honoring a check over a legitimate and timely stop payment request, you promise to sign a statement detailing the disagreement with the payee, to assign to us all of your rights against the payee or other holders of the check and to aid us in any legal proceedings.

b. Duration of Order. A stop payment request is valid for six months and may be renewed upon request for an additional six months. We are not obligated to inform you when a stop payment request expires.

c. Liability. Fees for stop payment requests are stated in the Fee Schedule. Requests for stop payments on cashier's checks, MSUFCU checks, or any check or payment guaranteed by us are not permitted. Although a stop payment request has been honored, you may continue to be obligated to pay any holder of the item, including MSUFCU. You agree to indemnify and hold MSUFCU harmless from all costs, including attorney's fees, damages, or claims due to our stopping payment of an item, including claims of any multiple party account owner, payee, or endorser in failing to stop payment on an item as a consequence of inaccurate information provided by you.

**21. MSUFCU Liability.** We will be responsible for your losses or damages, up to the amount of a transaction, if we fail to execute a transaction properly by the use of ordinary care, unless otherwise provided by law. We will not be liable if: (1) the available balance in your account is insufficient for the transaction; (2) situations of which we have no control prevent us from completing the transaction; (3) you or another financial institution's negligence causes the loss; or (4) your account is subject to a legal proceeding or other claim. We are not responsible for consequential damages, except liability, for wrongly rejecting payment of items. You grant us the right, in

making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations made by you or MSUFCU employees and any written form will be resolved by reference to this Agreement and applicable written form. We will be deemed to have exercised ordinary care if our actions or nonactions follow applicable state or federal law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices. Ordinary care shall also be measured by the standard of the reasonableness of policies and procedures established for the transaction involved. Mere clerical error, computer malfunction, inadvertence, or oversight without malice or an honest mistake of judgment shall not be considered a failure to perform such obligations or a failure to exercise ordinary care, and in no case shall be deemed wrongful.

**22. Lien and Offset.** You may not withdraw funds that are pledged as required security on loans without the written approval of a loan officer, except to the extent that such funds exceed your total primary and contingent liability to MSUFCU. If you are indebted to us as a borrower, guarantor, endorser, or otherwise, we have a lien on funds in any account (except IRAs/HSA) in which you are a primary or joint owner, despite the source of those funds, unless restricted by law. We may access those funds in order to pay off the remaining amount you owe us, including any costs or attorney's fees incurred by MSUFCU in enforcing its rights. If we do not enforce our lien, we do not waive our right to enforce our lien at a later date. Furthermore, you agree that MSUFCU has security interest in all funds in your account regardless of their source, and we may access your account funds to repay any debt or amount now, or in the future, owed to MSUFCU, including costs or attorney's fees incurred by MSUFCU in enforcing its rights, except for debts secured by your primary residence, unless restricted by law. All accounts are nonassignable and nontransferable to third parties. You agree to hold us harmless from any claim arising as a result of our exercise of our right to set off.

**23. Legal Proceedings.** If legal proceedings are brought against your account, we may pay funds as ordered by the court or withhold payments until the disagreement is settled. We may charge against your account any expenses or legal fees we incur in connection with such legal proceedings, unless restricted by applicable law. Any legal process brought against your account is subject to our lien and security interest.

**24. Account Information.** If you request, we will provide you with the name and address of each company from which we receive a credit report concerning your account. We agree not to give any account information to third parties, except for those situations described in our Privacy Notice and Disclosure. Refer to the MSUFCU Privacy Notice for detailed descriptions of our policy and procedures regarding your personal information.

**25. Consent to Contact.** You agree that we may contact you using your contact information listed in our records, including your email address and telephone number(s). You authorize MSUFCU and agents performing services on our behalf to contact you using any phone number(s) (including any wireless, mobile or VOIP number) and email addresses you have previously provided to MSUFCU or that you may subsequently provide to MSUFCU. Additionally, you expressly consent to receive autodialed or prerecorded calls, texts messages and electronic correspondence from MSUFCU or any affiliates or agents performing services on our behalf. You consent to receiving calls, text messages and electronic correspondence: (1) to notify you about any of your accounts, loans, services,

or products at MSUFCU; (2) to provide you with transaction notifications, fraud alerts, and other similar messages; (3) to collect a debt or other obligation; or (4) as otherwise necessary to service your accounts, loans, services, or other products.

**26. Consent to Monitoring and Recording.** You provide your express consent to our monitoring and recording of our conversations and other communications with you. Your consent applies to our monitoring and recording of telephone conversations, electronic messages, electronic records, or other data transmissions between you and us regarding your accounts, loans, or other products and services offered by us. Your consent applies regardless of whether you or we initiated the contact. Unless required by applicable law, you agree we can rely on your consent to monitor and record our communications provided herein and we are not obligated to notify you of each time prior to our recording. We monitor and record conversations and communications for quality control, fraud prevention, and training purposes.

**27. Notices.**

a. Name and Address Change. You are required to notify us when you have a name or address change. MSUFCU is only obligated to try to correspond with you at the most current address we have on file for your account. Changes may be accepted over the phone or via the internet. In some cases, we may require an address or name change to be in writing and include your signature. If we attempt to locate you, we may impose a fee as set forth in the Fee Schedule.

b. Notice of Amendments. We may revise any of the terms of this Membership and Account Agreement at any time, unless restricted by applicable law. You will be informed, and may be required by law to be informed, of any revisions to account conditions, rates, and fees. We may waive any conditions in this Agreement, but by doing so, we are not prohibited from enforcing such terms in the future.

c. Effect of Notice. Any written notification you provide to us is not valid until we receive it. A written notice from us to you is valid when it is placed in the U.S. mail, with postage paid and addressed to you at the most current address we have on file for your account. On multiple party accounts, notification sent to any account owner is recognized as notification to all owners.

**28. Account Statements.**

a. Contents. We will provide you with a periodic statement detailing all transactions and activity posted to your account within the statement period, as required by law. You may elect to receive your periodic statement electronically. We will send you an email notice informing you that your eStatement is ready to view. For multiple party accounts, we are only obligated to send one statement. For checking accounts, you acknowledge that we assume ownership of your original check as soon as the item has been paid, and we will not return the check to you. However, you may request copies of a check at any time. A fee may be assessed for check copies as stated in the Fee Schedule. Additional statements may be requested from MSUFCU, and a fee may be charged for additional statements as stated in the Fee Schedule.

b. Account Owner Inspection. It is your responsibility to inspect each statement and inform us of any discrepancies between your records and the statement. You are in the best position to detect any unauthorized signature. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to MSUFCU within 60 days of the mailing date of the earliest



statement containing those items. We are not liable for any forged or altered items such that the fraud or alteration could not be detected by a reasonable financial institution.

c. Notice to MSUFCU. Your obligation to review your statement and inform us of any discrepancies in a timely manner is not changed because we retain your check. We will assume all information contained in your statement is accurate, unless you notify us of discrepancies within the time limit set forth in the above paragraph. You are obligated to inform us when you have not received a statement within 14 days of when you usually receive it.

**29. Dormant Account.** We will consider an account to be dormant if there are no deposits or withdrawals for a period of 18 months. Exceptions are loan accounts, Certificates, and IRAs/ HSAs.

When an account becomes dormant, we will charge a monthly dormant account fee as stated in the Fee Schedule, unless restricted by law. The fee will be charged until the account becomes active or there are no funds available to pay the fee. You authorize us to transfer funds from other accounts of yours to cover any service fees we may impose upon the account deemed dormant. To the extent allowed by law, we reserve the right to transfer account funds to an account payable and suspend any further account statements. We will attempt to notify you prior to your account becoming dormant. If a deposit or withdrawal has not been posted to your account for 36 consecutive months, and we have not had any other contact with you, we will consider your account abandoned. We will report and disburse the funds from an abandoned account in accordance with Michigan law. Dormant accounts receive only an annual account statement.

**30. Special Account Instructions.** You may establish accounts for a specific trust, will, or court-ordered guardianship or conservatorship. However, we are not authorized to advise you as to the legalities of establishing any such accounts and therefore cannot counsel you as to which account arrangement most appropriately meets your specific requirements. You or any surviving beneficiary or owner agree(s) to indemnify and hold MSUFCU harmless from any claim or liability asserted against MSUFCU as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. We may decline to abide by your directions, insist that you indemnify us, or request that you post a bond or alternative protection, if such directions make us susceptible to claims, lawsuits, expenses, liabilities, or damages, either directly or indirectly. Any account changes you wish to make must be specified on an account change form, including adding or terminating an account or service, and must include signatures of all account owners.

**31. Checks.** If you choose to use checks from a direct mail company or source other than MSUFCU, you will be liable for charges or damages resulting from checks not reading properly on automated equipment or being imprinted with the wrong information. If you have a problem with checks you do not receive from our check printing vendor or us, it will be your responsibility to resolve such problems, and will not be the responsibility of MSUFCU. Checks may be purchased from us or our vendor for a fee. Original checks are stored electronically as a permanent record. Copies of such checks are available for a fee. Images of recently posted canceled checks are available on ComputerLine. There is no charge for accessing canceled checks through ComputerLine.

**32. Federal Deposit Insurance.** Your savings in MSUFCU are insured by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration, an agency of the U.S. government.

**33. Termination of Account.** We may close your account at any time without informing you, or may order you to close your account and open a new account if: (1) you wish to change account owners or approved signers; (2) we have been informed of a fraud or forgery perpetrated against your account; (3) there is a disagreement as to who owns the account or the funds in the account; (4) any checks are lost or stolen; (5) there is an excessive amount of unhonored items that are not included under an overdraft protection account; (6) any information has been falsified or there has been any other misuse of your account; (7) we objectively conclude the account will cause a loss to us; or (8) you do not maintain one regular share account as set forth in the MSUFCU Bylaws. We are not required to honor any check, withdrawal, or other item following the closure of your account. However, you are required to reimburse us if we choose to honor an item after your account has been closed.

**34. Termination of Membership.** Your signature is required if you wish to voluntarily terminate your membership. MSUFCU may suspend services to you or expel you from membership for any reason as permitted by law, including causing a loss to MSUFCU.

**35. Death of an Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with MSUFCU now or in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of the Agreement. Upon the death of an account owner, funds in the account shall be payable to multiple party account owners or any POD beneficiaries in accordance with this Agreement and Michigan law. We may honor checks or accept payments or transfers drawn by you until 10 days after we learn of your death. We require any person claiming an interest in the deceased member's accounts to provide us proof of his/her right to the account and may require that person to indemnify us from any losses incurred as a result of honoring that claim. The conditions of this Membership and Account Agreement shall be binding upon any heirs, personal representatives, and successors of any account owner after his or her death.

**36. Severability.** If a court refuses to recognize any segment of this Membership and Account Agreement as valid or enforceable, the remainder of this Agreement and other MSUFCU disclosures shall remain valid and enforceable and will be in complete effect.

**37. Enforcement.** If you fail to abide by the terms, provisions, and conditions set forth in this Membership and Account Agreement, you are responsible to us for any loss, cost, or expense we incur resulting from your lack of compliance. To recoup any such loss, cost, or expense, you authorize us to deduct such amounts from funds in your account without prior notice to you. If we begin legal proceedings to collect any amount owed to us or to enforce this Agreement, we shall be entitled to recover reasonable attorney's fees, costs, and expenses, including fees incurred in connection with any appeal, bankruptcy proceedings, and postjudgment collection action. Such fees, costs, and expenses are considered a debt owed to MSUFCU and subject to the right of offset as set forth in Section 22.

**38. Indemnity.** If, by following your instructions, we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities, or damages, including actual attorney's fees.

**39. Agreement.** The Agreement shall be effective as of the revision date, and except as otherwise expressly provided in this Agreement, governs all of your deposit accounts with us. By signing the Membership Agreement, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

**40. Amendment.** We may change any items in this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with notice required by law. You may close the account if you do not agree to changes we make. If you maintain your account and continue to use it after the effective date of the change, you will be deemed to have agreed to the changes.

**41. Arbitration Agreement.** You and MSUFCU agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services we have provided, or will provide, or have offered to provide to you, and/or any aspect of your relationship with MSUFCU (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained upon request to MSUFCU's Legal department. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT OR A COMPARABLE COURT OF LIMITED JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court. This Arbitration Agreement does not apply to: (1) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (2) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

- 1. Selection of Arbitrator.** Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
- 2. Effective Date.** This Arbitration Agreement is effective when the account is opened.
- 3. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced, if within the continental United States. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. MSUFCU shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if MSUFCU prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- 4. Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- 5. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

**42. Governing Law.** This Membership and Account Agreement shall be governed and construed under MSUFCU's Bylaws, applicable federal laws and regulations, the laws of the State of

Michigan, and local clearinghouse rules, as modified or amended from time to time. You consent and agree that any dispute regarding this Agreement shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of this Agreement, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement.

**43. Contact the Credit Union.**

**Michigan State University Federal Credit Union**  
**3777 West Road**  
**East Lansing, MI 48823**  
**517-333-2424 • 800-678-4968**  
**msufcu.org**

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

Michigan State University Federal Credit Union makes available to members various electronic funds transfer services, made possible by our advanced electronic data processing system. Some of these transfers are made by use of ATM, credit, or debit cards that we issue. Other transfers are made by use of a phone through the MoneyLine program; a check converted into an electronic debit; through ComputerLine — our account management system — by use of a personal computer; or the MSUFCU Mobile app by use of an internet-enabled mobile device.

If we also provide a personal identification number (“PIN”) to you, ATM cards can be used, together with the PIN, in various automated teller machine (ATM) networks to make electronic funds transfers to, from, or between one or more of your accounts at MSUFCU. We issue different plastic cards that can be used in this manner, including Visa Debit Cards and Visa Credit Cards. In this disclosure, we call the cards simply “ATM cards” because they can be used in ATMs. Your card and PIN may also be used to make purchases of goods and services at participating merchant locations.

We will, upon request, issue you a MoneyLine Personal Access Code that you can use with a touch-tone phone to make electronic funds transfers to, from, or between one or more accounts at MSUFCU by following the rules and procedures of our MoneyLine program.

We will, upon request, issue you a ComputerLine password that you can use with an internet connection to make electronic funds transfers to, from, or between one or more accounts at MSUFCU following the rules and procedures of our ComputerLine program. You may also use your ComputerLine password to make electronic funds transfers to, from, or between one or more accounts at MSUFCU following the rules and procedures of the MSUFCU Mobile app.

You agree that you will keep your PINs, personal access code, and passwords secret.

**This is a disclosure and a contract.** The terms and conditions set out here are binding on you and on us to the making of such electronic funds transfers and the use of the ATM cards, the PINs, and the passwords, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM card and PIN provided by us and you use them to conduct such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM card we have issued, to conduct such transactions.
- If we issue a personal access code at your request and you use it to conduct transactions through our MoneyLine program.
- If we issue a password at your request and you use it to conduct transactions through ComputerLine or the MSUFCU Mobile app.

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

Although your account(s) may be 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 nonelectronic 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 funds transfer service. “We” or “us” refers to Michigan State University Federal Credit Union.

This disclosure is being furnished to all of our members. Members who have not authorized any electronic access to any of their MSUFCU account(s) when they receive this disclosure need not concern themselves with it.

THE FOLLOWING SECTIONS RELATE TO ALL ELECTRONIC FUNDS TRANSFERS AFFECTING YOUR ACCOUNT(S), WHETHER MADE BY USE OF AN ATM, CONVERSION OF A CHECK INTO AN ELECTRONIC DEBIT, OUR MONEYLINE PROGRAM, COMPUTERLINE ACCOUNT MANAGEMENT SERVICE, THE MSUFCU MOBILE APP, OR OTHERWISE.

**1. Accounts Affected:** Each of the following types of MSUFCU accounts can be affected by some kind of electronic funds transfer service:

- Holiday/Vacation Savings Account
- Insured Money Management Account (IMMA)
- Junior Spartan Saver
- Savings Builder
- Spartan Saver
- Summer Pay
- Classic Checking
- Health Savings Checking Account (HSA)
- Money Market Checking
- Rebuild Checking
- Totally Green Checking
- Individual Retirement Account (IRA)
- Loan Account

These types of accounts are sometimes referred to in this disclosure as “asset account(s)” or simply as your “account(s).”

As is your right, you have previously designated which of your account(s) you want to be subject to any particular type of electronic funds transfer service. You may change those instructions in the future, and we will follow your new directions to the extent our electronic funds 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 your Spartan Saver to be entitled to make electronic funds transfers affecting your account(s). We reserve the right to increase minimum balance requirements or to impose other restrictions in the future.

**4. Electronic Funds Transfer Services:** At the present time, you can authorize the following types of electronic funds transfers to

or from your asset account(s) at MSUFCU:

**Transfers TO Your Account(s) (Credits):**

- Direct deposit of payroll deductions or net paychecks from Michigan State University or, Oakland University, or any other employer who has agreed to send such deposits to us (contact your employer to see if direct deposit of payroll deductions or net pay is available)
- Direct deposit of various governmental benefits
- Direct deposit of pension payments
- Deposit(s) or payment(s) from any third party through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers to your account(s) from the account of another person, unless that other person is an immediate family member and the transfer was not requested by you
- Transfer to your account(s) from your other asset or loan accounts that we make at your request via an overdraft line of credit, MoneyLine, ComputerLine or the MSUFCU Mobile app

**Transfers FROM Your Account(s) (Debits):**

- Your home mortgage payment, insurance premiums, utility bills, and other types of payments to third parties, through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers from your account(s) to the account of another person who is not a member of your immediate family
- Automatic transfers from your account(s) to make payments to another person's loan(s) owing to us
- Transfers from your account(s) to your other asset or loan accounts that we make at your request or through ATMs, MoneyLine, ComputerLine or the MSUFCU Mobile app
- Withdrawals from your account(s) made by your phone request (a check will be mailed to your address on file)
- Payment for purchases from your checking account at places that have agreed to accept your ATM card

**MoneyLine Transactions:**

If we provide you with access to your accounts through our MoneyLine audio response service, a separate personal access code will be assigned to you. You can use your personal access code, along with your account number, to access your accounts and perform the following transactions:

- Check withdrawals from your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers between your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers from your loan account to your Spartan Saver,



Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking

- Transfers from your checking account to make a loan payment
- Transfers from your account to another account with us that you own or own jointly with another member
- Obtain balance information on specified savings, checking, or loan accounts you have with us\*
- Determine if a particular item has cleared\*
- Determine savings and loan rates\*

**Visa Debit Card and ATM Point-of-Sale Transactions:**

- Use of your ATM or Visa Debit Card when making a purchase of consumer goods from a merchant that uses the card in an electronic terminal is an electronic funds transfer. Funds to cover your purchase will be deducted from your checking account. For more information on debit card purchases and how they may affect your available balance, please refer to the Overdrafts section of this Agreement.

**Automated Teller Machine (ATM) Transactions:**

If you have an ATM or Visa Debit Card for which we have issued a PIN, you can use any of the ATM networks to conduct transactions as follows:

- Deposits to your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, or HSA Checking
- Cash withdrawals from your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Cash advances on your Instant Cash Line-of-Credit, Visa Line-of-Credit, or Home Equity Line-of-Credit
- Transfers between any of the following: Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, HSA Checking, Instant Cash Line-of-Credit, Visa Credit Card, or Home Equity Line-of-Credit
- Obtain balance information on specified savings, checking, or loan accounts you have with us\*

**ComputerLine Transactions:**

If you are provided access to our ComputerLine account management service, you can use ComputerLine to perform the following electronic fund transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Check withdrawals from your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers between your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking

- Obtain balance and transaction information for your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, HSA Checking, IRA and Certificate Accounts\*
- Make loan payments from your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, or Rebuild Checking
- Preauthorize debits for payment of certain bills

#### **MSUFCU Mobile App Transactions:**

If you are provided access to the MSUFCU Mobile app, you can use it to perform the following electronic funds transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Transfers between your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Obtain balance and transaction information for your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, HSA Checking, or IRA and Certificate Accounts\*
- Make loan payments from your Spartan Saver, Junior Spartan Saver, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, or Rebuild Checking

#### **Member2Member<sup>SM</sup> Transactions:**

If we provide you with access to conduct Member2Member (M2M<sup>SM</sup>) transactions, you can use this service to transfer available funds from your account(s) to another MSUFCU member's account(s) by using the member's email or phone number. To use M2M transactions, you must sign in to your account through the MSUFCU Mobile app or ComputerLine. It is your responsibility to ensure you have provided the correct email address or phone number of the intended recipient.

Once you have signed in and accessed M2M transactions, you will be prompted to provide MSUFCU your funds transfer instructions, including but not limited to:

- Selection of email or text message as the method you wish to use to initiate a notice to your recipient and the recipient's email address or phone number
- Name of the individual the funds will be transferred to
- Dollar amount to be transferred

Funds are immediately withdrawn from your account upon submission. Any unclaimed funds will be returned to your account after seven days.

#### **Share Draft/Checking Conversion Transactions:**

- A transfer through an automated clearing house (ACH) when you provide a paper 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 share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at Point-of-Sale (POS), or is mailed to a merchant or other payee or lockbox and later converted to an electronic funds transfer; or whether the share draft 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.

You have previously told us which of these electronic funds transfer services you want to use. You can discontinue use of any such service whenever you want. If you begin using a different electronic funds transfer service after receipt of this disclosure, we must be notified of the account(s) to be affected.

We may make additional types of electronic funds transfer services available in the future; we may also discontinue one or more, or all, of our electronic funds transfer services.

\* These transactions are NOT electronic funds transfers.

**5. Excluded Transactions:** The terms and conditions of this disclosure only apply to those services and transfers which are electronic funds transfers as described in Section 4. The terms and conditions of this disclosure do not apply to other transactions which, although electronic in nature, do not constitute electronic funds transfers described in that section.

**6. Fees for Electronic Funds Transfers:** There are certain fees and charges for electronic funds transfer services we offer that you agree to pay. For a current listing of all applicable fees and charges, see our current Fee Schedule, which is incorporated by reference into this disclosure and the receipt of which you hereby acknowledge.

When you use an ATM not owned by us, the ATM operator may charge you a fee for any network used, and you may be charged a fee for a balance inquiry even if you do not complete the funds transfer. You understand and agree that the ATM operator may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a funds transfer) during the same ATM session.

**7. Limitations on Electronic Funds Transfers:** We describe the types of electronic funds transfers you can make through our various electronic funds transfer services in Section 4. With respect to certain accounts, there are limitations as to how many automatic transfers you are allowed to make to third parties (e.g., mortgage payments or insurance premiums). No more than six such transfers may be made from these accounts during any single statement period. Please refer to your Truth-in-Savings Disclosure to determine if this account limitation applies. Aside from that limitation, and as to transactions other than those made at an ATM, there are, at the present time, no limitations as to how often you can make electronic funds transfers, nor is there any restriction as to the dollar amount of any one electronic funds transfer. We reserve the right to impose any such restrictions in the future as we deem reasonable. Please refer to Section 22 for limitations that apply to ATM and Point-of-Sale transactions.

**8. Documentation of Transfers:**

- You can receive a transaction receipt at the time you make any transfer to, from, or between your account(s) using an ATM.

- If you have arranged to have direct deposits (which are electronic funds transfers as described in Section 4) made to your asset account(s) at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may visit any branch, call us at 517-333-2424 or 800-678-4968, or access your transaction history via ComputerLine, MoneyLine, Green on the Go® for mobile, or the MSUFCU Mobile app to find out whether the deposit has been made.
- You will get a statement every month if you have authorized any electronic funds transfer service described in Section 4. If no electronic funds transfer occurs in a particular calendar quarter, you will still receive a statement for that quarter. However, for an asset account to which you have authorized no electronic funds transfers other than preauthorized credits, you will get a statement quarterly. On any account considered dormant, a statement will be sent to you annually.
- Periodic statements we send you on accounts that are subject to electronic funds transfers described in Section 4 and transaction receipts issued by an ATM are admissible evidence.
- Your right to documentation as set forth above in this section does not apply when the electronic funds transfer occurs outside of the United States.

### **9. Stopping Payment of Transfers From Your Account(s):**

The following rules apply only to electronic funds transfers as described in Section 4 of this disclosure.

If you have arranged for regular automatic payments out of your account, you can stop any of these payments. Call us at 800-678-4968 or 517-333-2424, visit any branch, contact us online at [msufcu.org](http://msufcu.org), or write us at

Michigan State University Federal Credit Union  
3777 West Road  
PO Box 1208  
East Lansing, MI 48826-1208

in time for us to receive your request three 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 of your call.

There is a charge for each stop payment order. We reserve the right to impose a reasonable charge, or to increase such charges, in the future. Please see our Fee Schedule to determine the current stop payment fee.

If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when your 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. If so, you must make the necessary arrangements with the person you are going to pay.

If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. Business days are defined in Section 17 of this disclosure.

**10. Disclosure of Information to Third Parties:** In the ordinary course of business, we will only disclose information concerning your account(s) or electronic funds transfers described in Section 4 affecting your account(s):

- As provided by law
- With your written consent
- To furnish credit information under the federal Fair Credit Reporting Act
- If necessary to verify or complete an electronic funds transfer
- To verify the existence of your account(s)
- If the information relates to improper use of your account(s)

**11. In Case of Error or Questions about Your Electronic Funds Transfers as Described in Section 4:** Contact us at the phone number or address set forth in Section 9 as soon as you can if you think your statement (which will include ATM, MoneyLine, check conversions, ComputerLine, and MSUFCU Mobile app transactions) 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 send the FIRST statement on which the problem or error appeared.

When contacting us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. In Section 17 of this agreement, we list our business days.

We will tell you the results of our investigation within 10 business days (five business days for a Visa Debit Card Point-of-Sale transaction and 20 business days if the transfer involves an account open less than 30 days) after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days (if you give notice of an error within 30 days of opening an account; notice of an error involving a Point-of-Sale transaction; or notice of an error involving a transaction initiated outside of the United States, its possessions, and territories, we will have 90 days instead of 45) to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 business days (five business days for a Visa Debit Card Point-of-Sale transaction and 20 business days if the transfer involves an account open less than 30 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 questions in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days of finishing our investigation. You may ask us for copies of the documents that we use in our investigation, and we will furnish them to you. We may, in such cases, require payment of a nominal charge for such copies.

**12. Liability for Failure to Make Electronic Funds Transfer:** If we do not complete an electronic funds transfer, as described in Section 4, to or from your account(s) 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 the following:

- If, through no fault of ours, the available balance in your account is insufficient to make the transfer.
- If the available balance in your account, in excess of amounts you have specifically pledged to us as collateral, is insufficient to make the transfer.
- If funds in your account are subject to garnishment/levy or other legal process which prevents making the transfer.
- If we have, because of your default, exercised our rights against the funds in your account.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transaction does not have enough cash or is not functioning properly, and you were aware it was not functioning properly prior to initiating a transaction.
- If, through no fault of ours, your ATM card is damaged.
- If you use or try to use your ATM card or your PIN after your right to use it has been canceled.
- If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.

We will also be excused from such liability if you fail to observe the terms and conditions of this Agreement, our MoneyLine program, ComputerLine, the MSUFCU Mobile app, or our account agreements with you, as they relate to electronic funds transfers.

**13. Liability for Accuracy of Data:** We will not be responsible to you for any claims, damages, losses, or expenses arising out of the preparation or delivery of data input for electronic funds transfers and credit or debit entries prepared by your employer or other person or company authorized to do so. In all cases, we will be entitled to rely upon the accuracy and correctness of this data input prepared by your employer or other authorized person or company, and we will have no obligation to investigate or determine the accuracy or authorization of this data input or the electronic fund transfers directed by your employer or other person or company authorized by you to do so.

**14. Consumer Liability for Unauthorized Use:** If you furnish another person with your ATM card and PIN, MoneyLine Personal Access Code, checkbook, a check, or ComputerLine password (collectively, "access device"), you will be responsible for all electronic fund transfers initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers of an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers. Until you have notified us in writing, you will be liable for all transfers initiated by that person.

Tell us AT ONCE if you believe your access device has been lost or stolen. Contacting us immediately by phone, email, or at any branch may help to minimize your potential loss. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two 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 business days of learning of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device 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, tell us at once. If you do not tell us within 60 days of the statement being mailed, 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.

If you believe your access device has been lost or stolen or that someone has transferred money from your account without your permission, or may be about to do so, contact us at the phone number, website, or address as provided in Section 9 IMMEDIATELY.

**15. Special Unauthorized Use Liability Rule for Visa Debit Card:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions, transactions using your PIN that are not processed by Visa, or to commercial cards.

**16. Reversing Electronic Funds Transfers:** If an electronic funds 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 recredit your account with the full amount of the transfer if: (1) you tell us within four calendar days of the date of the transfer to make such 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 us a letter or call us at the address or phone number set forth in Section 9.

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. We must receive this letter within 14 calendar days of the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests.

**17. Business Days:** Business days for our offices are as follows: Monday through Friday, excluding posted holidays. We reserve the right to change our business days and hours at any of our branch facilities.

**18. Regulatory Agency:** If you believe that we may have violated the Michigan law regulating electronic funds transfers (Michigan Public Act No. 322 of 1978) you may contact:

Michigan Department of Consumer and Industry Services  
Office of Financial and Insurance Services  
PO Box 30224  
Lansing, MI 48909

**19. Location of ATMs:** The number and locations of the ATMs we own or operate is subject to change at any time. Locate CO-OP ATMs by visiting our website at [msufcu.org](http://msufcu.org) or using the MSUFCU Mobile app.

**20. Card Ownership:** All ATM cards, PINs, and passwords we provide are the property of MSUFCU. MSUFCU may, without liability or notice, revoke, cancel, or limit any or all use of the card privileges afforded in this Agreement for good cause, and you will surrender the card to MSUFCU immediately upon demand. If this Agreement is terminated, you agree to surrender the card to us. The primary member is responsible for all ATM cards issued to the member or any joint owners. If joint owners are removed from the account, it is the responsibility of the primary member to recover and surrender all ATM cards. Any transaction performed by a joint owner after the joint owner has been removed from the account shall be considered an authorized transaction for which the primary member is responsible, until the primary member has notified MSUFCU in writing that the joint owner is not authorized to perform transactions or the ATM card(s) has been surrendered to MSUFCU.

**21. Secrecy of PIN:** If we have issued a PIN or password to you, or if you have selected your own MoneyLine Personal Access Code or ComputerLine password, you agree to keep your PIN and password secret. You also agree not to write the PIN on your ATM card nor any item you keep with your card.

**22. Limitations of Electronic Funds Transfer:** There is no limitation on the number or dollar amount of deposits, payment transactions, or transfers between accounts you may make at an ATM during its 24-hour operating cycle. To protect against possible losses, however, there are limitations on how much cash you can obtain from the machines during a single cycle or purchases made via Point-of-Sale transactions.

Regardless of the number of cards we may issue to you, the following daily cash and purchase limits apply to use of an ATM card or Visa Debit Card:

- The amount of cash that may be obtained by using your ATM card at an ATM is limited to \$500.00 per day (\$200.00 limit when the machine is offline).
- The amount of cash and purchases using your ATM card at a POS terminal is limited to \$1,000.00 when your account has been open for less than six months, and \$2,500.00 when your account has been open for more than six months (\$200.00 limit when the machine is offline).

All limitations in this section are subject to the verified balance in the account(s).

In cases where an ATM card has been authorized for obtaining cash advances from ATMs or on a loan account, the maximums mentioned above include such cash advances.

There is a minimum \$50.00 on Visa cash advance transactions performed at ATMs.

We reserve the right to change these limitations on use of the machines at any time.

**23. Crediting of Deposits and Payments:** Deposits or payments made in an ATM, whether in cash, by check, or through money order, are subject to verification and the posting of such deposits and payments to savings, checking, or loan accounts may be



delayed until they can be collected from the machine, verified, and entered into our accounting system. 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 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 our Funds Availability Policy as was disclosed to you upon opening your account and as may have since been amended.

**24. International Transactions:** When you use your Visa Debit Card, Platinum Visa Credit Card, or ATM card for international transactions, a fee will be assessed. You agree to pay a 1.00% international transaction fee for ATM and point-of-sale (i.e., PIN-based) transactions and a 3.00% international transaction fee for all other international transactions and cash advances. The fee will be assessed on international transactions if a currency conversion does take place or if the transaction is processed in U.S. dollars.

When you use your Visa Debit Card, Visa Credit Card, or ATM card at a merchant that settles in, or at an ATM that dispenses currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a wholesale market rate or the government-mandated rate in effect the day before the processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The International Transaction Fee will be calculated after the transaction has been converted to U.S. dollars.

**25. Advisory Against Illegal Use:** You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**26. Governing Law:** This Electronic Funds Transfer Agreement and Disclosure is governed by the bylaws of Michigan State University Federal Credit Union, federal laws and regulations, state laws and regulations, and local clearing house rules, as may be amended from time to time. You consent and agree that any dispute regarding this Agreement shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of this Agreement, the Arbitration Agreement in the Membership and Account Agreement applies to disputes regarding this Agreement, and the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement.

**27. Enforcement:** You agree that you will be liable to us for any loss, cost, or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us to deduct any loss, cost, or other expenses, including reasonable attorney's fees, for any action we may take to enforce this Agreement from any account you hold at Michigan State University Federal Credit Union.

**28. Amendments, Termination:** We reserve the right to amend this disclosure (Agreement) in any manner and at any time. If we do so, we will give you such notice as we deem to be reasonable under the circumstances; however, in specific cases when required by law, 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 mail to your last known address on our records, which notice shall be effective when mailed.

**29. Termination of Prior Agreements:** This disclosure terminates and takes the place of any disclosure or agreement related to Electronic Funds Transfer laws we have previously furnished to you 21 days after we mail it to you.

## **ELECTRONIC CORRESPONDENCE DISCLOSURE AND AGREEMENT**

You agree to accept these terms and conditions and are electing to receive electronic correspondence from MSU Federal Credit Union (MSUFCU).

- You will receive certain MSUFCU correspondence at the email address you provide to us. The correspondence may include, but is not limited to: Account Statement Notices, Visa Statement Notices, IRS Tax Form Notices, and Transaction Notices (non-sufficient funds, Courtesy Pay, and overdraft notices).
- MSUFCU will accumulate a 24-month online archive of account and Visa statements, and IRS tax forms.
- Your consent for electronic IRS tax forms applies to each year the statement is furnished or until you cancel your electronic enrollment.
- You agree electronically to view any changes in disclosures, election information, or updates to MSUFCU products, services, or fees.
- Some correspondence you receive via email may contain links to the MSUFCU website and ComputerLine for additional information. You will need to sign in to ComputerLine to access this information.
- While enrolled in electronic correspondence, you will not receive the same correspondence via the U.S. Postal Service. However, you will continue to receive correspondence through the U.S. Postal Service that is currently not available electronically.
- You must have a valid email address we will use to send information using unencrypted email. You will remain enrolled in our electronic service(s) as long as you meet the eligibility requirements, or unless you request otherwise. Consecutive undeliverable email attempts may cause MSUFCU to revoke electronic services until a valid email address is provided.
- At any time, you may cancel enrollment for electronic correspondence by visiting an MSUFCU branch, calling 517-333-2424 or 800-678-4968, or signing in to ComputerLine and changing your preference to paper statements or account notices. If you currently have a Totally Green Checking account, eStatements and eNotices are required and cannot be changed via ComputerLine. You will need to contact MSUFCU directly to be converted to paper statements and Classic Checking.
- When you cancel your enrollment in a service(s), we will resume mailing all of your correspondence as elected through the U.S. Postal Service at no additional charge to you<sup>1</sup> and discontinue electronic transmission of these items.
- If you wish to obtain a paper copy of the emailed correspondence, we will provide it to you at no cost.
- It is your responsibility to inform us about any change to your name and/or email address. This email address will be used to communicate with you electronically as necessary. You accept responsibility for the delivery of the electronic correspondence.

· It is your responsibility to access the necessary hardware and software to view, print, or otherwise access necessary information to receive electronic communications from us and to access the MSUFCU website. The minimum hardware requirements are IBM-compatible PC, Apple, analog modem or Ethernet for internet connection, monitor, and printer. The minimum software requirements are an operating system that supports a web browser such as Internet Explorer, an Internet Service Provider (internet access), and an email application that supports HTML-formatted emails.

<sup>1</sup> A \$5.00 fee is charged for each overdraft transaction when a paper Transaction Notice is selected.

## TRUTH IN SAVINGS AND FUNDS AVAILABILITY DISCLOSURE

The Truth-in-Savings Act (TIS) is a section of the Federal Deposit Insurance Corporation Improvement Act of 1991. The National Credit Union Administration (NCUA) is charged with enforcing this Act, which applies to all credit unions. The purpose of TIS is to promote and simplify comparisons among accounts at all financial institutions. TIS enables consumers to make informed choices and comparisons among competing claims of financial institutions by requiring disclosure of the interest rates payable on these accounts and the fees assessable against these accounts.

It is the intent of Michigan State University Federal Credit Union (MSUFCU) to maintain compliance with this federal law pertaining to disclosure of the terms and conditions of all savings programs. The following disclosure information illustrates the various savings and checking alternatives available to members of MSUFCU. Specific features, rates, and fees of Credit Union services are subject to change without notice.

The Current Dividends sheet and Fee Schedule referenced in this document set forth certain conditions, rates, fees, and charges applicable to your accounts at MSUFCU. The Current Dividends sheet and Fee Schedule are available at [msufcu.org](http://msufcu.org) and at our branch locations. If you would like to receive this information by mail, or if you have any questions regarding this disclosure or accounts offered by MSUFCU, please contact a member service representative.

### COMMON FEATURES

All accounts offered by MSUFCU share several common features:

**Membership:** You must complete purchase of a \$5.00 par value share in MSUFCU and be a member in good standing.

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

**Federal Deposit Insurance:** Accounts are federally insured by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration, an agency of the United States government.

**Transaction Limitations:** We reserve the right at any time to require not less than seven days written notice before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Federal Reserve Regulation D.

All interest-bearing and dividend-bearing accounts offered by MSUFCU share several common features:

**Compounding and Crediting:** Dividends will be compounded and credited to your account monthly, except for the Mortgage Escrow Share Account, which is compounded and credited quarterly.

**Dividend Period:** The dividend period is monthly for all account types except the Mortgage Escrow Share Account, which is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 through January 31 (January 1 through March 31 for the Mortgage Escrow Share Account). All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending of a

dividend period, and for the example above is February 1 (April 1 for the Mortgage Escrow Share Account).

**Balance Computation Method:** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Accrual of Dividends on Noncash Deposits:** Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

## **SAVINGS ACCOUNTS**

MSUFCU offers its members savings accounts (sometimes referred to as shares) to meet different needs and lifestyles. Below are disclosures that apply to these different accounts:

### **Spartan Saver**

**Rate Information:** The dividend rate and annual percentage yield may change at any time, as determined by MSUFCU's board of directors. If you close your account prior to payment of a dividend, you will not receive any accrued dividends.

**Minimum Balance Requirements:** The minimum required to open and maintain this account is the purchase of a \$5.00 par value share in MSUFCU.

**Transaction Limitations:** During any month, you may not make more than six withdrawals or transfers or a combination of such withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized automatic or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations, your account will be subject to closure or a fee.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### **No-Dividend Savings**

MSUFCU offers its members a special no-dividend account made available upon request when a member elects not to earn dividends on funds deposited for personal, religious, or legal reasons.

**Rate Information:** This is a noninterest-bearing and nondividend-bearing account.

**Minimum Balance Requirements:** The minimum required to open and maintain this account is the purchase of a \$5.00 par value share in MSUFCU.

**Transaction Limitations:** During any month, you may not make more than six withdrawals or transfers or a combination of such withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized automatic or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations, your account will be subject to closure or a fee.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### **Summer Pay Savings**

**Rate Information:** The dividend rate and annual percentage yield (APY) may change at any time, as determined by MSUFCU's board of directors. This account has the same dividend rate as our Insured Money Management Account– Tier 1. If you close your account prior to payment of a dividend, you will not receive

any accrued dividends.

**Minimum Balance Requirement:** There is no minimum balance amount to open this account or to earn dividends.

**Transaction Limitations:** Deposits can only be made by payroll deduction or automatic funds transfers, with the exception of the initial deposit. Withdrawals are limited to a total of four per calendar year and can only be made during May, June, July, and August. The fund transfer made in August will include the remaining balance.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### **Holiday/Vacation Savings**

**Rate Information:** The dividend rate and annual percentage yield (APY) may change at any time, as determined by MSUFCU's board of directors. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

**Minimum Balance Requirements:** There is no minimum balance amount to open this account or to earn dividends.

**Transaction Limitations:** During any month, you may not make more than six withdrawals or transfers or a combination of such withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized automatic or computer transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations, your account will be subject to closure or a fee.

Regardless of the balance, funds from this account will automatically transfer to the member's checking account, or Spartan Saver if a checking account is not available, in mid-November.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### **Savings Builder**

**Rate Information:** The dividend rates and corresponding annual percentage yields (APY) may change at any time, as determined by the MSUFCU board of directors. This account is tiered, which means it pays different dividend rates corresponding to applicable account tiers on the applicable balance in each tier and not the entire account balance. Total dividends paid are the sum of dividends earned from each tier. The corresponding APYs for a tier may be disclosed as a range to reflect the fact that your daily balance impacts that APY. The applicable tiers, dividend rates, and APY ranges will be as listed in MSUFCU's Current Dividends sheet. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

**Tiered Rate Example:** For this example, assume there are three (3) tiers (Tier Rate 1, 2, and 3). Each dividend rate will apply only to the portion of the account balance within each balance tier range (Tier Range 1, 2, and 3) and not the entire account balance. For the amount of your daily balance within Tier Range 1, you will earn Tier Rate 1. For the amount of your daily balance in Tier Range 2, you will earn Tier Rate 2. And, for the amount of your daily balance in Tier Range 3, you will earn Tier Rate 3. The dividends earned from each tier will be added together to calculate your Annual Percentage Yield Earned (APYE) which will be provided on your periodic statement. Please note that because the Savings Builder account pays a higher dividend rate on Tier Range 1 than it does on Tier Range 2 and a higher

dividend rate on Tier Range 2 than it does on Tier Range 3, the result is that – if your daily balance exceeds Tier Range 1 – the larger your daily balance, the lower your APYE. Please refer to the Current Dividend sheet for specific information on tiers, dividend rates, and APY ranges.

**Minimum Balance Requirements:** There is no minimum balance requirement to open this account or to earn dividends. Other account requirements: In order to maintain a Savings Builder account, you must maintain an active checking account. If your checking account is closed (either by you or us), your Savings Builder account will be closed and your entire account balance will be transferred to your Spartan Saver account. Limit one Savings Builder account per account. Youth accounts, business accounts, Individual Retirement Accounts, and Health Savings Accounts are not eligible for a Savings Builder account.

**Transaction Limitations:** During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized automatic or computer transfer, telephonic order or instruction, or check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations, your account will be subject to closure or a fee.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

## CHECKING ACCOUNTS

MSUFCU offers its members checking accounts (sometimes referred to as share drafts) to meet different needs and lifestyles. Below are disclosures that apply to these different accounts:

### Classic Checking

**Rate Information:** The dividend rate and annual percentage yield (APY) may change at any time, as determined by MSUFCU's board of directors. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

**Minimum Balance Requirements:** There is no minimum balance requirement to open this account or to earn dividends. If, at any point during the month, your checking account balance falls below the required \$500.00 minimum balance, you will be subject to a minimum balance fee.

**Accrual of Dividends on Noncash Deposits:** Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

**Transaction Limitations:** No transaction limitations apply to this account, unless otherwise stated in your account agreement or other agreement with MSUFCU.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### No-Dividend Checking

**Rate Information:** This is a noninterest-bearing and nondividend-bearing account.

**Minimum Balance Requirements:** There is no minimum balance requirement to open this account. If, at any point during the month, your checking account balance falls below the required \$500.00 minimum balance, you will be subject to a minimum balance fee.

**Transaction Limitations:** No transaction limitations apply to this



account, unless otherwise stated in your account agreement or other agreement with MSUFCU.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### **Totally Green Checking**

**Rate Information:** This is a noninterest-bearing and nondividend-bearing account.

**Minimum Balance Requirements:** There is no minimum balance requirement to open this account.

**Other Account Requirements:** To maintain a Totally Green Checking account, you must also have the following services:

- eStatements/eNotices
- ComputerLine access
- Visa Debit Card
- Direct deposit (if available)

If your internet access is no longer available, you terminate your eStatements/eNotices, or if you fail to meet any of the above stated Totally Green Checking requirements, your account will be converted to Classic Checking. You will then receive a paper statement and earn dividends, if applicable. You must maintain a minimum daily balance of \$500.00 to avoid a service fee for the Classic Checking account. If, during any calendar month, your balance falls below the required minimum balance, your Classic Checking account will be subject to a minimum balance fee. See the Classic Checking account section for account disclosure details and terms.

**Transaction Limitations:** No transaction limitations apply to this account, unless otherwise stated in your account agreement or other agreement with MSUFCU.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account. Please see the Electronic Fund Transfer Disclosure for additional terms and conditions of Totally Green Checking.

### **Money Market Checking**

**Rate Information:** The dividend rate and annual percentage yield (APY) may change at any time, as determined by the MSUFCU board of directors. This account is tiered, which means it pays different dividend rates corresponding to applicable account tiers. For the Money Market Checking account, once a particular balance range is met, the dividend rate and APY for that tier will apply to the entire balance of the account. The tier applicable to your account can change daily depending on the daily balance in the account. The applicable tiers, dividend rates, and APY will be as listed in MSUFCU's Current Dividends sheet.

If you close your account prior to payment of a dividend, you will receive any accrued dividends.

**Minimum Balance Requirements:** The minimum required to open this account is \$2,000.00. You must maintain a minimum daily balance of \$2,000.00 in your account to obtain the disclosed annual percentage yield.

If, at any point during the month, your checking account balance falls below the required \$2,000.00 minimum balance, you will be subject to a minimum balance fee.

**Transaction Limitations:** No transaction limitations apply to

this account, unless otherwise stated in your account agreement or other agreement with MSUFCU.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### **Rebuild Checking**

**Rate Information:** This is a noninterest-bearing and nondividend-bearing account.

**Minimum Balance Requirements:** There is no minimum balance requirement to open this account.

**Other Account Requirements:** In order to maintain Rebuild Checking, you must have direct deposit (if available).

**Transaction Limitations:** This account does not offer deposits through ATMs or eDeposit. Other transaction limitations may apply to this account as stated in your account agreement or in other agreements with MSUFCU.

**Fees:** There is a monthly service fee for this account. Please see the Fee Schedule for current fees that may apply to this account.

## **CHECK 21 ACT — SUBSTITUTE CHECKS AND YOUR RIGHTS** Important Information Regarding Your MSUFCU Checking:

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with “substitute checks” or electronic checks. These checks are similar in size to original checks with slightly reduced images of the fronts and backs of the original checks. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment, just like the original check. MSUFCU members do not receive their canceled checks. Those who use ComputerLine may view their canceled checks through our check imaging system. Because of the Check 21 Act, you may view copies of substitute checks when online. You may copy a check as proof of payment. Occasionally, you may request a copy of a check from us because it is necessary as proof of payment. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days of us receiving your claim and the remainder of

your refund (plus interest if your account earns interest) within 45 calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we are later able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at MSUFCU, Specialty and Support Services, PO Box 1208, East Lansing, MI 48826-1208; by calling 517-333-2424 or 800-678-4968; or online at [msufcu.org](http://msufcu.org). You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include the following:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- A copy of the substitute check and/or the following information to help us identify the substitute check: identifying information (e.g. the check number), the name of the person to whom you wrote the check, and the amount of the check.

#### **MORTGAGE ESCROW SHARE ACCOUNT**

MSUFCU offers its members a Mortgage Escrow Account to hold funds allocated for the payment of taxes and insurance.

**Rate Information:** The dividend rate and annual percentage yield may change at any time, as determined by the MSUFCU board of directors. If you close your account prior to payment of a dividend, you will not receive any accrued dividend.

#### **INSURED MONEY MANAGEMENT ACCOUNT**

**Rate Information:** The dividend rate and annual percentage yield (APY) may change at any time, as determined by the MSUFCU board of directors. This account is tiered, which means it pays different dividend rates corresponding to applicable account tiers. For the Insured Money Management Account, once a particular balance range is met, the dividend rate and APY for that tier will apply to the entire balance of the account. The tier applicable to your account can change daily depending on the daily balance in the account. The applicable tiers, dividend rates, and APY will be as listed in MSUFCU's Current Dividends sheet. If you close your account prior to payment of a dividend, you will receive any accrued dividends.

**Minimum Balance Requirements:** The minimum required to open this account is \$2,000.00.

You must maintain a minimum daily balance of \$2,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Transaction Limitations:** During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized automatic or computer transfer, telephonic order or instruction, or check, draft, debit card, or similar order to a third party. If you

exceed the transfer limitations, your account will be subject to closure or a fee.

There is a minimum deposit amount of \$100.00 for deposits made to this account via payroll deduction.

**Fees:** Please see the Fee Schedule for current fees that may apply to this account.

### **INDIVIDUAL RETIREMENT ACCOUNTS (IRAs)**

#### **IRA CERTIFICATE ACCOUNTS**

#### **CERTIFICATE ACCOUNTS**

#### **HEALTH SAVINGS ACCOUNTS**

MSUFCU offers its members a broad array of Certificate accounts, IRAs, and HSAs. Disclosures of terms and conditions for these accounts are provided to members separately. If you are interested in one or more of these accounts, please contact MSUFCU at 3777 West Road, PO Box 1208, East Lansing, MI 48826-1208; by calling 517-333-2424 or 800-678-4968; or online at [www.msufcu.org](http://www.msufcu.org).

### **AVAILABILITY OF FUNDS AT**

#### **MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION**

This disclosure is provided in compliance with the Federal Expedited Funds Availability Act and Regulation CC. This policy applies to all deposits into personal checking accounts at MSUFCU at 3777 West Road, East Lansing, Michigan, and at all of its branches. MSUFCU reserves the right to delay the availability of funds deposited to accounts that are not checking accounts for periods longer than those disclosed in this agreement.

For determining the availability of your deposits, every day is a business day except Saturday, Sunday, federal holidays, and MSUFCU posted holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider the deposit made on the next business day.

### **HOLDS ON OTHER FUNDS (CHECK CASHING)**

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

### **HOLDS ON OTHER FUNDS (OTHER ACCOUNTS)**

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

### **DELAYED AVAILABILITY**

In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check you deposit, funds may not be available until the business day after the day of your deposit. However, the first \$200.00 of your deposits will be available on the first business day after the day we receive your deposit. If we are not going to make all of the funds from your deposit available immediately, 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.

### **LONGER DELAYS MAY APPLY**

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

### **SPECIAL RULES FOR NEW ACCOUNTS**

The following special rules MAY apply during the first 30 days your checking account is open:

Funds from the deposits of cash and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, travelers', and state and local government checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available no later than the ninth business day after the day of your deposit. Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

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 you have any questions, please contact MSUFCU.

### **SHARED BRANCHES**

You can access your accounts and conduct business nationwide at any of the participating credit union locations within the CO-OP Shared Branch network, just as if you were at your home branch. Transactions performed at shared branch locations are subject to their fees, rules, policies, and procedures.

### **LONGER DELAYS MAY APPLY**

In some cases, all of the funds you deposit by check will not be available to you on the same business day you make the deposit. Depending upon the type of check you deposit, funds may not be immediately available. However, the first \$200.00 of your deposits will be available on the first business day after the day we receive your deposit. If all of your funds from your deposit are not available on the same business day, you will be notified at the time you make your deposit as to when your funds will be available. If your deposit is not made directly to a shared branch employee, or if this action is taken after you have left the premises, a notice will be mailed to you by the business day after your deposit is received. 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 if there is an emergency such as failure of communications or computer equipment. Should such an emergency occur, we will notify you and tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

# CERTIFICATE AND IRA/HSA IMMA DISCLOSURE

## Certificate Disclosure

- Annual percentage yield (APY) is the total amount of dividends paid on an account, based on the dividend rate and the frequency of monthly compounding for a 365-day period and expressed as a percentage. This rate assumes that a set amount is on deposit at the beginning of the dividend period, that no deposits or withdrawals are made during the dividend period, and funds remain on deposit for one full year at the same dividend rate.
- Joint ownership is in accordance with the joint ownership agreement of record for the regular share (savings) account.
- The dividend rate and APY on your account are listed on the Current Dividends sheet. The dividends are valid through the date on the Current Dividends sheet. The dividend rate and APY will be declared and can be changed weekly by management based on the guidelines approved by MSUFUCU's board of directors.
- Certificates may not be pledged, transferred, or assigned to any party other than Michigan State University Federal Credit Union.

## Balance Computation Method

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day you deposit funds, including noncash items (e.g., checks), to your account.

## Compounding and Crediting

Dividends will be compounded and credited to your account monthly. For this account, the dividend is paid monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the ending date of the dividend period — January 31 for the example.

## Minimum Balance Requirements

- All Certificates have a minimum balance of \$500.00, with the exception of the 1-Year Add-On Certificate, which has a minimum balance of \$50.00.
- You must maintain the required minimum balance in your account every day to obtain the Annual Percentage Yield (APY) (See Current Dividends sheet).

## Transaction Limitations

- Additional deposits may be made to the 1-Year Add-On Certificate.
- Additional deposits may not be made to Certificates other than the 1-Year Add-On Certificate.
- Additional deposits to the 1-Year Add-On Certificate are allowed up to \$10,000 per member per calendar year (not per Certificate). Additional deposits do not change the Certificate's maturity date or rate.
- If additional deposits to the 1-Year Add-On Certificate exceed the stated limitations, the funds in excess of the stated

limitations will be withdrawn and deposited into the Spartan Saver account.

- MSUFCU reserves the right under its bylaws to require up to 60 days' notice for withdrawal from Certificates.

### **Renewal Policy**

Unless you have provided alternate Certificate instructions, your Certificate will automatically renew at the rate current at that time for the same Certificate term. You will have a grace period of seven days after renewal to withdraw the funds without being charged a penalty. Dividends will not be paid on the amount withdrawn during the seven-day grace period.

### **Early Withdrawal Penalty**

A substantial penalty is imposed if any funds, other than the last dividends paid, are withdrawn from the Certificate prior to the maturity date. If the dividend is not sufficient to cover the penalty, the principal amount will be reduced to cover this amount. The penalties are as follows:

- A. Certificates of one year or less — A penalty equal to 90 days of dividends based on the amount withdrawn.
- B. Certificates of 13 months to five years — A penalty equal to 180 days of dividends based on the amount withdrawn.
- C. Certificates of more than five years — A penalty equal to 365 days of dividends based on the amount withdrawn.
- D. If an early withdrawal reduces the Certificate balance below the required minimum balance, the Certificate will be canceled and a penalty charged on the full balance using the appropriate method above.

The above penalties will not be charged in cases of withdrawal due to disability or after death of an owner of a Certificate.

### **IRA/HSA Certificate Disclosure**

- Annual percentage yield (APY) is the total amount of dividends paid on an account, based on the dividend rate and the frequency of monthly compounding for a 365-day period, and expressed as a percentage. This rate assumes that a set amount is on deposit at the beginning of the dividend period, that no deposits or withdrawals are made during the dividend period, and funds remain on deposit for one full year at the same dividend rate.
- The dividend rate and APY on your account are listed on the Current Dividends sheet. The dividends are valid through the date on the Current Dividends sheet. The dividend rate and APY will be declared and can be changed weekly by management based on the guidelines approved by MSUFCU's board of directors.
- Certificates may not be pledged, transferred, or assigned to any party other than Michigan State University Federal Credit Union.

### **Balance Computation Method**

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each date. Dividends will begin to accrue on the business day you deposit funds, including noncash items (e.g., checks), to your

account.

### **Compounding and Crediting**

Dividends will be compounded and credited to your account monthly. For this account, the dividend is paid monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the ending date of the dividend period — January 31 for the example.

### **Minimum Balance Requirements**

- All Certificates have a minimum balance of \$500.00, with the exception of the 1-Year Add-On IRA/HSA Certificate, which has a minimum balance of \$50.00.
- You must maintain the required minimum balance in your account every day to obtain the annual percentage yield (APY) (See Current Dividends sheet).

### **Transaction Limitations**

- Additional deposits may be made to the 1-Year Add-On IRA/HSA Certificate.
- Additional deposits may not be made to Certificates other than the 1-Year Add-On IRA/HSA Certificate.
- Additional deposits to the 1-Year Add-On IRA/HSA Certificate do not change the Certificate's maturity date or rate.
- MSUFCU reserves the right under its bylaws to require up to 60 days' notice for withdrawal from Certificates.

### **Renewal Policy**

Unless you have provided alternate Certificate instructions, your Certificate will automatically renew at the rate current at that time for the same Certificate term. You will have a grace period of seven days after renewal to withdraw the funds without being charged a penalty. Dividends will not be paid on the amount withdrawn during the seven-day grace period.

### **Early Withdrawal Penalty**

A substantial penalty is imposed if any funds, other than the last dividends paid, are withdrawn from the Certificate prior to the maturity date. If the dividend is not sufficient to cover the penalty, the principal amount will be reduced to cover this amount. The penalties are as follows:

- A. Certificates of one year or less — A penalty equal to 90 days of dividends based on the amount withdrawn.
- B. Certificates of 13 months to five years — A penalty equal to 180 days of dividends based on the amount withdrawn.
- C. Certificates of more than five years — A penalty equal to 365 days of dividends based on the amount withdrawn.
- D. If an early withdrawal reduces the Certificate below the required minimum balance, the Certificate will be canceled and a penalty charged on the full balance using the appropriate method above.

The above penalties do not apply if your withdrawal is made as part of an established automatic distribution plan, as an IRS-required withdrawal after age 70 1/2, upon your death, or if you become disabled. Additional IRS penalties may apply. Additional



rules apply for Health Savings Accounts (HSA).

### **Health Savings Account Exception**

Certificates set up within Health Savings Accounts follow the same guidelines as listed above, with the following exception: One withdrawal from an existing Certificate will be permitted before the maturity date without MSUFCU penalty.

## **IRA/HSA Insured Money Management Account**

### **Rate Information**

The dividend rate and annual percentage yield may change at any time, as determined by MSUFCU's board of directors. This account is tiered, which means it pays different dividend rates corresponding to applicable account tiers, on the applicable balance in each tier of the account. The applicable tiers, dividend rates, and annual percentage yields will be as listed in MSUFCU's Current Dividends sheet.

### **Balance Computation Method**

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day you deposit funds, including noncash items (e.g., checks), to your account.

### **Compounding and Crediting**

Dividends will be compounded monthly and will be credited to your account monthly. For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern. The dividend declaration date follows the ending of a dividend period — February for the example. If you close your account prior to payment of a dividend, you will receive any accrued dividends.

### **Minimum Balance Requirements**

The minimum required to open this account is \$50.00. You must maintain a minimum daily balance of \$50.00 in your account each day to obtain the disclosed annual percentage yield (APY).

### **Transaction Limitations**

During any month, you may not make more than six withdrawals or transfers to another MSUFCU account of yours or to a third party by means of a preauthorized automatic or computer transfer; telephonic order or instruction; or similar order to a third party. If you exceed the transfer limitations, your account will be subject to closure or a fee.

This account is available only for Individual Retirement Account, Coverdell Education Savings Account, and Health Savings Account funds. There are no MSUFCU penalties for early withdrawal. This account is subject to IRS regulations and there may be IRS penalties for early withdrawal. The terms and conditions of the account are subject to change as required to be in compliance with IRS regulations.

Michigan State University Federal Credit Union reserves the right to amend this program.

IRAs and HSAs are insured for an additional \$250,000 by the National Credit Union Administration (NCUA).

## SERVICE FEE SCHEDULE

### Checking Account Fees

|                             |                              |
|-----------------------------|------------------------------|
| Totally Green Checking..... | FREE                         |
| Classic Checking.....       | \$5.00 / minimum balance fee |
| Money Market Checking.....  | \$5.00 / minimum balance fee |
| Rebuild Checking.....       | \$10.00 / month              |

### Check Fees

|                              |                      |
|------------------------------|----------------------|
| Personal Check Printing..... | Based on check style |
| Temporary Checks.....        | \$1.00 / page        |
| Cashier's Checks.....        | \$5.00               |
| Money Order.....             | \$3.00               |

### Wire Transfer

|                                  |                      |
|----------------------------------|----------------------|
| Domestic Wire Transfer.....      | \$25.00 for sending  |
| International Wire Transfer..... | \$50.00 for sending  |
| Incoming Wire Transfer.....      | \$5.00 for receiving |
| Returned Wire.....               | \$5.00               |

### International Item Fees

|  |          |
|--|----------|
| International Currency - Purchasing.....             | \$14.00  |
| Processing International Checks                      |          |
| Canadian Checks.....                                 | \$10.00  |
| International Checks requiring short collection..... | \$35.00  |
| International Checks requiring long collection.....  | \$100.00 |
| Returned International Checks.....                   | \$40.00  |

**ComputerLine**.....FREE

**Bill Payment**.....FREE

### Card Fees

|                            |                      |
|----------------------------|----------------------|
| Replacement Cards          |                      |
| ATM.....                   | \$2.00               |
| Debit or Credit.....       | \$5.00               |
| Non-CO-OP Network ATM..... | \$1.00 / transaction |

### International Service Assessment (ISA)

|                                   |  |
|-----------------------------------|--|
| ATM & PIN-Based Transactions..... | 1.00% of the<br>International Transaction Amount |
| Signature-Based Transactions..... | 3.00% of the<br>International Transaction Amount |

*\* ISA does not apply to Platinum Plus or Visa Signature Credit Cards.*

*Calculated after the transaction has been converted to U.S. dollars.*

## SERVICE FEE SCHEDULE

(CONTINUED)

### Miscellaneous Fees

|  |   |
|--|---|
| Bond Coupon Processing.....                            | \$10.00                                   |
| Canceled Check Copy.....                               | \$5.00                                    |
| Coin Machine Use (Nonmembers).....                     | 10% fee                                   |
| Consumer Loan Late Payment.....                        | \$25.00                                   |
| Courtesy Pay <sup>1,2</sup> (Overdraft).....           | \$30.00                                   |
| Courtesy Pay for Debit <sup>1,2</sup> (Overdraft)..... | \$30.00                                   |
| Dormant Account.....                                   | \$5.00 / month                            |
| Garnishment/Levy.....                                  | \$75.00                                   |
| Non-Sufficient Funds (NSF) <sup>1</sup> .....          | \$30.00                                   |
| Overdraft Transfer Notice (Paper).....                 | \$5.00                                    |
| Research.....  | \$25.00 / hour                            |
| Returned Deposited Item.....                           | Domestic \$15.00<br>International \$40.00 |
| Escheatment.....                                       | \$75.00                                   |
| Skip-A-Pay Application.....                            | \$35.00                                   |
| Share Collection.....                                  | \$30.00                                   |
| Statement Copy.....                                    | \$5.00                                    |
| Stop Payment.....                                      | \$25.00                                   |
| Phone Transfer.....                                    | FREE                                      |

<sup>1</sup> You may be charged a Courtesy Pay, Courtesy Pay for Debit, or NSF fee, as applicable, each time a transaction is presented for payment and the available balance is insufficient, even if the transaction was previously rejected and a fee was previously charged. For example, a transaction you authorize (such as a check or an ACH debit) may be presented or submitted for payment multiple times and MSUFCU will determine whether or not the available balance is sufficient to pay the transaction each time it is presented or submitted. This means you could be charged multiple fees (including multiple NSF fees or a combination of multiple NSF fees and a Courtesy Pay fee) for one transaction that you authorized. Note: It is the merchant (or other individual or entity), not MSUFCU, that determines when and through which payment channel to present or submit a transaction against your account (and whether to re-present or resubmit a transaction that was previously rejected).

<sup>2</sup> Courtesy Pay and Courtesy Pay for Debit (when opted in) are protected with Balance Shield and a fee will not be assessed if the available balance is negative \$5.00 or less.

## PRIVACY POLICY

|              |  |
|--------------|--|
| <b>FACTS</b> | WHAT DOES MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION (MSUFCU) DO WITH YOUR PERSONAL INFORMATION?   |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit scores</li> </ul> |
| <b>Why?</b>  | <p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>        |
| <b>How?</b>  | <p>All financial companies need to share members' personal information to run their businesses. In the section below, we list the reasons financial companies can share their members' personal information, the reasons MSUFCU chooses to share, and whether you can limit this sharing.</p>                                    |

| Reasons we can share your personal information   | Does MSUFCU share? | Can you limit this sharing? |
|--|--------------------|-----------------------------|
| <b>For our everyday business purposes –</b><br>Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                | No                          |
| <b>For our marketing purposes –</b><br>To offer our products and services to you   | Yes                | Yes                         |
| <b>For joint marketing with other financial companies</b>  | Yes                | Yes                         |
| <b>For our affiliates' everyday business purposes –</b><br>Information about your transactions and experiences   | No                 | We don't share              |
| <b>For our affiliates' everyday business purposes –</b><br>Information about your creditworthiness   | No                 | We don't share              |
| <b>For nonaffiliates to market to you</b>  | No                 | We don't share              |

## PRIVACY POLICY

### To limit our sharing

- Call 517-333-2424 or 800-678-4968 — a member service representative will assist you with your opt-out preferences.
- Visit us online at [msufcu.org](http://msufcu.org), log in to your account via ComputerLine, select the “Messages” option at the top of your screen and leave a secure message.

**Please note:**

If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we can continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

### Questions?

Call 517-333-2424 or 800-678-4968 or visit [msufcu.org](http://msufcu.org).

### Who we are

#### Who is providing this notice?

Michigan State University Federal Credit Union

### What we do

#### How does MSUFCU protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

#### How does MSUFCU collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

#### Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes — information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

#### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## PRIVACY POLICY

| Definitions            |   |
|------------------------|---|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• MSUFCU does not share with our affiliates.</li></ul>   |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• MSUFCU does not share with nonaffiliates so they can market to you.</li></ul>                                |
| <b>Joint Marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>• Our joint marketing partners include insurance companies and investment partners.</li></ul> |

## CONTACT US

### **Phone:**

Monday-Friday: 7:00 a.m.-9:00 p.m. EST  
Saturday: 9:00 a.m.-3:00 p.m. EST  
800-678-4968

### **Online Chat:**

[msufcu.org](http://msufcu.org)  
Monday-Friday: 8:00 a.m.-7:00 p.m. EST  
Saturday: 9:00 a.m.-3:00 p.m. EST

### **Mail:**

Michigan State University Federal Credit Union  
P.O. Box 1208  
East Lansing, MI 48826-1208



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by NCUA

