

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.** Two or more people or entities jointly owning an account are considered a multiple party account and create 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. 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 provided 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 adequate available funds to cover the entire amount of the withdrawal, or if you have set up an Overdraft Courtesy Pay Plan. As stated in our Fee Schedule, drafts, other transfers, or payment orders drawn against insufficient funds may be subject to fees. If there are adequate funds to cover some, but not all, of your withdrawals, we may clear those withdrawals for which there are enough 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, Insured Money Management, and Certificate Accounts, if applicable, you may not make more than 6 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, telephone 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.

**a. Overdraft Liability.** If on any day, you do not have adequate funds in your checking account to cover checks, fees, or other items drawn on your account, including, but not limited to ATM withdrawals, Visa Debit Card transactions, preauthorized debits, or Point-of-Sale (POS) transactions (due to non-sufficient funds, uncollected funds, or postdating), we will process those amounts according to our overdraft procedures or an overdraft line-of-credit account that you have set up. We may ascertain that an account lacks sufficient funds to cover an item any time we attempt to process the item. Only one review of the account balance is required during that time. We are not required to inform you if your checking account lacks sufficient funds to cover an item. Regardless of whether we pay the item or reject it, you agree to pay any fee we may assess to your account as stated in the Fee Schedule. Except as noted in a written agreement, we, by paying one or any overdraft, do not consent to honor overdrafts in the future and may cease paying overdrafts at any time without notice. If we cover a check or charge a fee that would overdraw your account, you promise to repay the overdrawn amount to us immediately. We have the right to seek collection of earlier dishonored items not covered at any time, including granting a payer bank additional time past any deadline.

**b. Automatic Transfer Overdraft Protection.** Advances from your line of credit, Visa, and home equity plans up to your approved limit, and/or transfers from your savings account(s), will be made in increments of \$100.00 and deposited to your checking account. If there are not sufficient funds available in your checking account and your designated overdraft account(s), your check(s) may be returned marked “Non-Sufficient Funds” or covered under our Overdraft Courtesy Pay Plan as set forth below.

An automatic transfer to your checking account can be established in the event you do not have sufficient funds to cover outstanding checks, ACH transactions, or Visa Debit Card transactions. A fee is charged for each automatic transfer from your savings account to your checking account. For each notice of transfer from a loan account, a fee is charged to your checking account. If you elect to not receive paper notification at the time the overdraft occurs from an account, the transfer will be listed on your monthly statement and no fee will be charged. You may elect to receive electronic notices at no charge.

**c. Courtesy Pay.** Courtesy Pay is a discretionary service under which we may pay checks and ACH transactions drawn on insufficient funds up to an established limit, and for which you do not have funds available in a designated overdraft account. You may elect to have MSUFCU authorize and pay overdrafts on your everyday debit card transactions by contacting us and requesting us to do so. In the event this service is set on your account and we cover such an overdraft, you agree to pay us a fee for this courtesy and to bring your account to a positive status immediately. Fees for Courtesy Pay are stated in the Fee Schedule. This service may be terminated at any time without prior notice. You may opt out of overdraft protection and Courtesy Pay by notifying MSUFCU at the address or phone number listed in section 40.

**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 MSUFUCU. We are not required to honor any check drawn on your account that is presented more than 6 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 MSUFUCU receives the request in time to implement the order. You acknowledge that accurate information is required for MSUFUCU'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 6 months and may be renewed upon request for an additional 6 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, MSUFUCU 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 MSUFUCU. You agree to indemnify and hold MSUFUCU 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. MSUFUCU 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) your account lacks adequate funds 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 MSUFUCU 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, and mere clerical error, computer malfunction, inadvertence, or oversight without malice or an honest mistake of judgment shall not be or constitute as to any transactions, 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 MSUFUCU. If you are indebted to us as a borrower, guarantor, endorser, or otherwise, we have a lien on funds in any account (except IRAs/HSAs) 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 MSUFUCU 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 MSUFUCU 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 MSUFUCU, including costs or attorney's fees incurred by MSUFUCU 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 proceeding, 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 MSUFUCU Privacy Notice for detailed descriptions of our policy and procedures regarding your personal information.

**25. Notices.**

**a. Name and Address Change.** You are required to notify us when you have a name or address change. MSUFUCU 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.

**26. 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 MSUFUCU, 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 MSUFUCU 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 MSUFUCU.** 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.

**27. 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.

**28. 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 MSUFUCU harmless from any claim or liability asserted against MSUFUCU 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.

**29. Checks.** If you choose to use checks from a direct mail company or source other than MSUFUCU, 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 not MSUFUCU. 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.

**30. Federal Deposit Insurance.** Your savings in MSUFUCU 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.

**31. 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 MSUFUCU 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.

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

**33. Death of an Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with MSUFUCU 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.

**34. 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 MSUFUCU disclosures shall

remain valid and enforceable and will be in complete effect.

**35. 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 MSUFUCU and subject to the right of offset as set forth in Section 22.

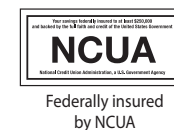
**36. Indemnity.** If, by following your instructions, we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities, or damages, including actual attorney's fees.

**37. Agreement.** The Agreement shall be effective as of the revision date of this Agreement, 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 supercede all previous agreements for such accounts.

**38. Amendment.** We may change any of the items of 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.

**39. Governing Law.** This Membership and Account Agreement shall be governed and construed under MSUFUCU'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 legal proceeding relating to this Agreement shall be brought in Ingham County, Michigan, unless prohibited by applicable law.

**40. 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**



# MEMBERSHIP AND ACCOUNT AGREEMENT



## 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 a member, 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 automated teller machines, and we sometimes refer to these different automated teller machines as simply “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, which 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, which 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.** That is, 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 make 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 make such transactions
  - If we issue a personal access code at your request and you use it to make transactions through our MoneyLine program
  - If we issue a password at your request and you use it to make transactions through ComputerLine or the MSUFCU Mobile app
- In all such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to 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
- 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, and utility bills, as well as 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, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers between your Spartan Saver, Junior Spartan Saver, 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, 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 who uses the card in an electronic terminal is an electronic funds transfer. Funds to cover your purchase will be deducted from your checking account.

**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 automated teller machine networks to make transactions as follows:

- Deposits to your Spartan Saver, Junior Spartan Saver, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, or HSA Checking
- Cash withdrawals from your Spartan Saver, Junior Spartan Saver, 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, 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, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers between your Spartan Saver, Junior Spartan Saver, 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, 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, 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, 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, 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, IMMA, Summer Pay, Classic Checking, Totally Green Checking, Money Market Checking, or Rebuild Checking

#### **Member to Member Transactions:**

If we provide you with access to conduct Member to Member (M2M) transactions, you can use this service to transfer available funds from your account(s) to another MSUFCU member 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; they 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 fund transfer services we offer which 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.

**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 quarterly 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 which 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 location, contact us online at msufcu.org, or write us:

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.

In Section 17 of this disclosure, we will tell you what our business days are.

**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 the 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, however, 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, you do not have enough money available in your account to make the transfer
- If there is not enough money in your account, in excess of amounts you have specifically pledged to us as collateral, 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 or 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. Responsibility for Overdraft:** If you obtain cash from an ATM which creates an overdraft in your savings account, the overdraft amount is due and payable the moment you get it and you agree to pay the full amount of it to us. You also authorize us, in such a case, to apply from any other shares you may have at MSUFCU such amount as may be necessary to pay such overdraft amount. If the overdraft is created in your checking account, (1) a transfer will be made from your other share account(s) to cover the overdraft, in accordance with your checking account agreement with us, (2) an advance on your line-of-credit loan account with us will be made to cover the overdraft and you will repay that advance in accordance with the terms and conditions of your line-of-credit plan, or (3) if you do not have a line of credit with us but qualify for our overdraft Courtesy Pay program, we may cover the overdraft and assess a fee as disclosed in our Fee Schedule. If there are not sufficient funds to make a transfer according to (1) or (2) of this sentence, or if you do not qualify for overdraft Courtesy Pay, then such overdraft will be paid to us as provided in the first sentence of this section.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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. Any disputes regarding this agreement shall be subject to the jurisdiction of the appropriate court in Ingham County or the Federal District Court for the Western District of Michigan.
- 28. 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.
- 29. 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 first-class mail to your last known address on our records, which notice shall be effective when mailed.
- 30. 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.



# Privacy Policy

## FACTS

WHAT DOES MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION (MSUFCU) DO WITH YOUR PERSONAL INFORMATION?

## Why?

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.

## What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and income
- account balances and payment history
- credit history and credit scores

## How?

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.

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

## 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 [www.msufcu.org](http://www.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 [www.msufcu.org](http://www.msufcu.org).

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Michigan State University Federal Credit Union (MSUFCU)

<b>Who we are</b>	
<b>How does MSUFCU protect my personal information?</b>	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.
<b>How does MSUFCU collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay your bills or apply for a loan</li> <li>• use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

<b>Definitions</b>	
<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 has no 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>



Federally insured  
by 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 International Transaction Amount
Signature-Based Transactions.....	3.00% of the International Transaction Amount

*Calculated after the transaction has been converted to US 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</sup> .....	\$30.00
Courtesy Pay for Debit <sup>1</sup> .....	\$30.00
Dormant Account.....	\$5.00 / month
Garnishment/Levy.....	\$75.00
Non-Sufficient Funds (NSF).....	\$30.00
Overdraft Notice (Paper).....	\$5.00
Research.....	\$25.00 / hour
Returned Deposited Item.....	Domestic \$15.00 International \$40.00
Escheatment.....	\$75.00
Skip-A-Pay Application.....	\$35.00
Share Collection.....	\$30.00
Statement Copy.....	\$5.00
Stop Payment.....	\$25.00
Telephone Transfer.....	FREE

<sup>1</sup> Courtesy Pay and Courtesy Pay for Debit (when opted in) are protected with Balance Shield and will not receive a fee if the account is negative less than \$5.00.

**For inquiries, please contact us at:**

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

Online: [msufcu.org](http://msufcu.org)

Phone: 517-333-2424 • 800-678-4968



Federally insured  
by NCUA



10%



## MSUFCU Platinum Visa Credit Card Disclosure

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>8.9% to 16.9%</b> based on your creditworthiness
<b>APRs for Balance Transfers</b>	<b>0%</b> introductory APR for six (6) months from date of account opening. Rate then reverts to standard rate ( <b>8.9% to 16.9%</b> ) based on your creditworthiness.
<b>APRs for Cash Advances</b>	<b>8.9% to 16.9%</b> based on your creditworthiness
<b>Penalty APR and When It Applies</b>	<b>17.9%</b> The Penalty APR is applied if your account becomes delinquent 60 days. <b>How Long Will the Penalty APR Apply?</b> The Penalty Annual Percentage Rate will apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	
<b>Transaction Fees</b> • International transaction and cash advance fees	<b>1%</b> for ATM transactions <b>3%</b> for all other transactions calculated after the transaction has been converted to U.S. dollars
<b>Penalty Fees</b> • Late Payment	<b>\$25</b> if the minimum payment due is \$25 or more; <b>\$15</b> if the minimum payment due is \$15 to \$24.99; or <b>\$0</b> if the minimum payment due is less than \$15.
<b>Other Fees</b> • Returned Convenience Check	<b>\$25</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if your account becomes delinquent 60 days.

- You do not have to pay the amount in question, but you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation, but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount in question, even if your bill is correct.

**Your Rights If You Are Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00 (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

MSU Federal Credit Union  
C/O Visa Department  
PO Box 1208  
East Lansing, MI 48826-1208  
  
msufcu.org

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**MSUFCU Visa Credit Card Disclosure**

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>8.9% to 17.9%</b> based on your creditworthiness
<b>APRs for Balance Transfers</b>	<b>0%</b> introductory APR for six (6) months from date of account opening. Rate then reverts to standard rate ( <b>8.9% to 17.9%</b> ), based on your creditworthiness.
<b>APRs for Cash Advances</b>	<b>8.9% to 17.9%</b> based on your creditworthiness
<b>Penalty APR and When It Applies</b>	<b>17.9%</b>  The Penalty APR is applied if your account becomes delinquent 60 days.  <b>How Long Will the Penalty APR Apply?</b> The Penalty Annual Percentage Rate will apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

Fees	
<b>Transaction Fees</b>	<b>1%</b> for ATM transactions  <b>3%</b> for all other transactions calculated after the transaction has been converted to U.S. dollars
<b>Penalty Fees</b>	<b>\$25</b> if the minimum payment due is \$25 or more; <b>\$15</b> if the minimum payment due is \$15 to \$24.99; or <b>\$0</b> if the minimum payment due is less than \$15.
<b>Other Fees</b>	<b>\$25</b>
• International transaction and cash advance fees	
• Late Payment	
• Returned Convenience Check	

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if your account becomes delinquent 60 days.



**Visa Credit Card Agreement and Truth-in-Lending Disclosure Statement**

In this agreement (called the “Agreement”), the words “you” and “your” mean or refer to each and all persons who have applied for the Card or Cards. “Card” means the Visa Credit Card or Cards, any duplicates and renewals, or substitutions we may issue. “Account” means your Visa Credit Card line-of-credit loan account with us. “We,” “us,” and “ours” means or refers to this Credit Union. This Agreement is also a Truth-in-Lending Disclosure Statement.

1. **Responsibility:** By activating and using your Visa Credit Card line-of-credit loan, you agree to be bound by the terms and conditions of this agreement. You promise to repay all debts and the FINANCE CHARGE thereon arising from any authorized use of the Card. You agree not to let someone else use the Card. If you do, you are agreeing with us that you authorize all use that person makes of the Card. Therefore, you will be liable for all such use of the Card. Once you notify us, we will take prompt steps to try to prevent any further Card use by that person. If your application is signed by two people, the Account is joint; that is, each of you, separately and jointly with each other, are liable for all debts on the Account and FINANCE CHARGE. Your obligation to pay all such debts and FINANCE CHARGE continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and FINANCE CHARGE.

2. **Credit Line:** We have established a self-replenishing line of credit for you and have notified you of the amount thereof (“credit limit”) by letter. That letter is incorporated as part of this Agreement. You agree not to let your Account balance exceed such amount. Each payment you make on the Account will replenish your credit limit by the part of that payment which is applied to principal. If you have not used your Visa Credit Card line of credit loan for 18 months, we reserve the right to not reissue your Visa Credit Card(s) as of the expiration date and to cancel your line of credit. If you have not activated your Visa Credit Card(s), we reserve the right to not reissue your Visa Credit Card(s) as of the expiration date. We may reduce your credit limit from time to time, change the rate in accordance with the conditions of the cardholder information section of the Agreement, or may, with good cause, revoke your Card and terminate this Agreement. In any event, we will give you written notice of such action. “Good cause” includes your failure to satisfy the terms of this Agreement or our adverse re-evaluation of your creditworthiness. However, you may terminate this Agreement, at any time and for any reason, by giving us written notice. Nevertheless, termination by you or by us does not affect your obligation to pay all debts and FINANCE CHARGES arising from authorized use of your Card. The Cards remain our property

The information about the costs of the card described in this disclosure is accurate as of 9/1/17. This information may have changed after that date. To find out what may have changed, write to us at PO Box 1208, East Lansing, MI 48826-1208 or visit [msufcu.org](http://msufcu.org).



**219 • 09/17  
X044R**

and you must recover and surrender to us all Cards upon our request or upon termination of this Agreement.

- Using the Card:** As soon as received, each Card must be signed (in the space provided on the back) by the person whose name appears on the front of the Card. That signature must be in the same form as appears on the front of the Card. To make a purchase or cash advance, there are several alternative procedures to be followed. One is for you to present the Card to a participating Visa plan merchant or financial institution, or to us, and sign the sales draft or cash advance that will be imprinted with your Card. Another is to complete the transaction by using your personal identification number (PIN) in conjunction with the Card, in accordance with the instructions given to you by an automated teller machine (ATM), or other type of electronic terminal that provides access to the Visa system, by a participating Visa plan merchant, by us, or by another financial institution. Cash advances can also be made by phone or mail request. Please note that we are not responsible if a particular Visa plan merchant or financial institution refuses to honor your Card. You will receive a copy of the draft, which you should retain to verify your monthly statement. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a check or in any other manner. We may deny authorization for any internet gambling transaction.

- Finance Charges:** In order to avoid a FINANCE CHARGE on purchases made since your last statement, you must pay the "Total New Balance" shown on or before the "Statement Due Date" shown on that statement (which will not be less than 25 days from the "Statement Date"). Otherwise, the FINANCE CHARGE on purchases is calculated on the next statement period on previously billed but unpaid purchases and on new purchases from the date they are posted to your account. Balance transfers and cash advances are always subject to a FINANCE CHARGE from the date they are posted to your account. The FINANCE CHARGE (interest) on purchases and cash advances is calculated at the Daily Periodic Rate. The ANNUAL PERCENTAGE RATE (APR) on purchases, balance transfers and cash advances is between 8.9% (0.02438% Daily Periodic Rate) and 17.9% (0.04904% Daily Periodic Rate). The APR you receive is determined based on your creditworthiness, and we have notified you of your APR in the Visa Account-Opening Credit Disclosures. Balance transfers receive 0% APR for the first 6 months from the date the Visa Credit Card account is opened. Introductory balance transfer APR applies only to balance transfers from another financial institution's credit card. After 6 months, rate will revert to your standard rate (between 8.9% and 17.9%). Separate FINANCE CHARGES for purchases, balance transfers, and cash advances are determined by multiplying the Daily Periodic Rate by the separate average daily balances for purchases, balance transfers, and cash advances by the number of days in the statement period. Each average daily balance is determined by taking the beginning balance (of purchases, balance transfers, or cash advances) in your account each day, adding any new purchases, balance transfers, or cash advances (whichever is applicable), and subtracting any payments or credits. The results are the daily balances. All the daily balances for the statement period are added and the total is divided by the number of days in the statement period to arrive at the average daily balances for the period.

- Monthly Payment:** Each month, you must pay at least the minimum payment shown on your statement by the Statement Due Date. You may pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 2% of your Total New Balance but not less than \$15.00, plus the amount of any prior minimum payments that you have not paid. In addition, any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand. If your account becomes 60 days delinquent, the penalty ANNUAL PERCENTAGE RATE of 17.9% (0.04904% Daily Periodic Rate) will apply. Once imposed, the penalty Annual Percentage Rate will apply until you make 6 consecutive minimum payments when due. MINIMUM PAYMENT WARNING: Making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your balance. You may call us toll-free at 800-678-4968 to receive information about accessing credit counseling and debt management services.

6. **Other Charges:**

**Late Payment Fee:** You may be assessed, and agree to pay, a late payment fee for any payment received 7 or more days past the payment due date as indicated on your statement. The late payment fee is \$25.00 if the minimum payment due is \$25.00 or more; \$15.00 if the minimum payment due is \$15.00 to \$24.99; or \$0 if the minimum payment due is less than \$15.00.

**Returned Convenience Check:** If we do not pay a draft written against your account, we will assess, and you agree to pay, a charge of \$25.00 for each returned draft.

- Currency Conversion:** When you use your Visa Credit 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. Your account will be assessed, and you agree to pay, a 1.00% international transaction fee for ATM transactions and a 3.00% international transaction fee for "all other" international transactions and cash advances. The fee will be calculated after the transaction has been converted to U.S. dollars.

- Credits:** If merchants who honor your Card give you a credit for returns or adjustments, they will do so by posting a credit to your Account. You should keep your copy of the credit slip to verify your monthly statement. If your credits and payments exceed what you owe us on the Account, we will credit such excess to your savings account or we will refund it upon request.

9. **Security Interest:**

**Shares as Security: To secure performances of your obligations under this Agreement, you hereby grant to MSUFCU a security of interest in funds you may have on deposit with MSUFCU from time to time and in any other money MSUFCU may owe you. You understand and intend that by reason of such security interest here**

**granted, MSUFCU may satisfy your indebtedness under this Agreement by charging your deposit account(s) maintained with MSUFCU if you default in payment under this Agreement, without further notice to you. If a specific dollar amount has been pledged, MSUFCU will freeze shares in that account to the extent of the specified pledge. Otherwise, your shares may be withdrawn unless you are in default. This security interest does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.**

**Cross Collateral:** Any collateral securing other loans with the Credit Union, except loans secured by real property used as your principal dwelling or property used for personal, family or household purposes, will also secure advances made under this agreement.

- Loss or Theft of Card:** You agree to notify us immediately upon discovering your Card has been lost or stolen.

**Card Expiration**

Your Card is valid until the expiration date on the front of the Card or until the Card has been inactive for 18 consecutive months and has a \$0 balance, at which time the Card will automatically expire. If there is no activity after 24 consecutive months, your line of credit will be canceled. After the Card has expired, it is no longer valid, you will not be able to use the Card and all transactions will be declined. If your Card is active within the prior 12 months, you will automatically be issued a new Card 7-10 business days prior to its expiration date, unless the Card is otherwise terminated. You agree to notify us of any change in address for Card reissuance, disclosure and other contact purposes.

**Consent to Contact**

You agree we and our agents may contact you by phone or wireless device at any phone number associated with your account, including wireless numbers (i.e. cell phone numbers), in order to service your account, provide you fraudulent activity alerts, or collect any amounts owed to us, excluding any contacts for telemarketing purposes as required by law. You further agree methods of contact may include, but are not limited to, the use of text messages, prerecorded or artificial voice messages, and/or use of an automatic dialing service. Calls and messages may incur access fees from your cellular service provider. You understand that you are not required to provide consent as a condition to receiving products or services and you may revoke your consent or change the phone number provided by contacting us at 517-333-2424 or 800-678-4968, msufcu.org, or by visiting any MSUFCU branch.

**Visa Account Updater (VAU)**

VAU is an account updating service in which your Card is automatically enrolled. When your Card(s) expire, or are lost or stolen, and new cards are issued, the service may update relevant Card data (Card numbers, CVV and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to our Visa database only. The database is accessed only by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. You

understand that neither Visa nor MSUFCU can guarantee that your account updates will be communicated to merchants prior to your next statement date. This service is provided as a free benefit to you. If, at any time, you wish to opt out of the VAU service, or if you have any questions, please contact us.

- Default:** The minimum payment shown on the statement is due by the date shown on the statement. You will be in default if you fail to make the minimum payment within 7 days after the Statement Due Date. You will also be in default if you breach any other conditions of the Agreement; if we determine that your creditworthiness (which includes your ability to repay us) has become unsatisfactory due to change in employment, increase in your other obligations, or because of any other reason; or in the event of your death. In the event of any default, the entire balance on the Account becomes due and payable immediately. You also agree that, in case of default, you will pay all usual and customary costs of collection, including reasonable attorney's fees, as permitted by law.

- Credit Information:** You authorize us to investigate your credit standing when opening, renewing, or reviewing your Account, and you authorize us to disclose information regarding our experience with you under this Agreement to credit bureaus and other creditors.

- Effect of Agreement:** This Agreement contains our complete contract relating to the Account and applies to every transaction relating to the Account even though a sales, balance transfer, or cash advance draft you sign or a credit slip may contain different terms.

- Amendment of Agreement:** From time to time, we may amend this Agreement by giving you written notice of the amendment at least 45 days before it goes into effect, unless a shorter notice period is permitted by law. The notice will be sent to your last known address appearing in our records when it is sent, and will state the date upon which the amendment will become effective. Except where prohibited by law, all such changes will apply to new transactions and to amounts you already owe, unless you provide notice of your election to terminate the account and surrender your Card(s) on or before the effective date of the changes, in which case you will be entitled to repay your balance in accordance with the terms and conditions in effect at that time. We may also offer you a repayment method that includes: an amortization period of not less than 5 years or a required minimum periodic payment that includes a percentage of the outstanding balance that is not more than twice the percentage required before the effective date of the amendment.

- Cash Advance by Machine:** If automated teller machines or other electronic devices are available while this Agreement remains in effect that make it possible for you to obtain a cash advance by use of your Card in such a machine, we will furnish you with a secret personal identification number. Your use of that number, together with your Card, in getting a cash advance from such a machine is agreed to constitute your signature for purposes of such cash advance. Minimum amount of cash advance is \$50.00.

- Record Keeping:** You have agreed that we may keep the application which bears your signature so that we can

comply with federal and/or state law relating to loan documents we are required to keep in our files.

- Liability for Unauthorized Use:** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify MSUFCU, orally or in writing, of the loss, theft, or possible unauthorized use. You will have no liability for any unauthorized use of your Card, unless you were grossly negligent or fraudulent in handling the Card.

**YOUR BILLING RIGHTS: Keep This Document for Future Use**

**This notice informs you about your rights and responsibilities under the Fair Credit Billing Act.**

**What to Do if You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

MSU Federal Credit Union  
C/O Visa Department  
PO Box 1208  
East Lansing, MI 48826-1208

You may also contact us online at msufcu.org

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days of the error appearing on your statement.

- At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing by mail or electronically. If you call us, we are not required to investigate any potential errors and you may be required to pay the amount in question.

**What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.



# TRUTH IN SAVINGS AND FUNDS AVAILABILITY DISCLOSURE

## LONGER DELAYS MAY APPLY

In some cases, all of the funds that 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.

institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available 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.

each tier of the account. The applicable tiers, dividend rate, and annual percentage yield 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 (6) 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 UNIVERSITYFEDERAL 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

**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, bounced check 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 toll-free 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 (for example 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 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







## **ELECTRONIC CORRESPONDENCE DISCLOSURE & 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 36-month, online archive of account and Visa statements and IRS Tax Forms.
- Your consent for electronic IRS Tax Forms applies to every year the statement is furnished or until you cancel your electronic enrollment.
- You agree to view any changes in disclosures, election information, or updates to MSUFCU products, services, or fees electronically.
- Some correspondence that you receive via email may contain links to the MSUFCU website and ComputerLine for additional information. You will need to use your ComputerLine login credentials 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 that is currently not available electronically through the U.S. Postal Service.
- You must have a valid email address that 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 toll-free 800-678-4968, or logging into ComputerLine with your account number and password, then 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 also communicate with you electronically as necessary. You accept responsibility for the delivery of the electronic correspondence.
- It is your responsibility to access to 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.



Federally insured  
by NCUA

