



## Team One Credit Union Membership and Account Agreement

This packet contains: Terms & Conditions of Your Account • Funds Availability • Overdraft/Courtesy Pay Information • Check 21, Fact Act Notice • Electronic Funds Transfer Disclosure • Privacy Disclosure • Truth-In-Savings • Fee Schedule

**Locations:** Downtown Saginaw, Caro, Bad Axe, Sandusky, Saginaw Township, Thomas Township, Bay City, Flint, Owosso, Bloomfield Hills and Traverse City  
**Loan Offices:** Alpena and Brighton

(989) 754-6575 • (888) 288-3261 • teamonecu.org

To Report a lost or stolen Visa Debit/Credit card: 888.288.3261

**24-Hour Banking:** teamonecu.org – online and mobile banking • **Telephone Banking,** 24-hour telephone teller - 989.754.9699 • 800.968.7739

### TERMS AND CONDITIONS OF YOUR ACCOUNT

This Agreement covers your and our rights and responsibilities concerning accounts Team One Credit Union offers. In this Agreement, the words “you” and “yours” mean anyone who completed a membership application. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one or more share or other accounts you have now or in the future with the Credit Union. Please read this brochure carefully. If you continue to have an account with us, you agree to these rules, our bylaws, and any bylaw amendments. You agree to pay fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this brochure. If you have any questions, please call us.

#### Amendments and Termination

We may change our bylaws and any term of this agreement. Rules governing changes in interest or dividend rates have been provided separately. For other changes, we will give you reasonable notice in writing or any other method permitted by law. We reserve the right to close this account if your membership in this Credit Union terminates. You agree to keep us informed about your current address at all times. Notice from us to any one of you is notice to all of you.

#### Membership Eligibility

To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share (“membership share”) as set forth in the Credit Union Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

#### Identity Verification

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or creates a new member relationship with our Credit Union.

What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see specific documentation to verify your identity.

#### Individual Account

An individual account is owned by one member (individual, corporation, partnership, trust or other organization) qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent’s estate or Beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death.

#### Joint Account

An account owned by two or more persons is a joint account.

- a. **Rights of Survivorship.** A joint account includes rights of survivorship. This means when one owner dies, the balance in the account will belong to the survivor(s). A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if the surviving owner did not consent to it.
- b. **Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). We have no duty to notify any owner(s) about any transaction. We require written consent of all living owners for any change of ownership on an account. No beneficiary can be added or removed without consent of all living owners. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.
- c. **Joint Account Owner Liability.** If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the jointly owned accounts regardless of who contributed them.

#### Accounts for Minors

We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall, to the extent permitted by state law, be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transactions. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

#### Revocable Trust Account

If two or more of you create such an account, you own the account jointly with rights of survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own the account in equal shares, without rights of survivorship. The person(s) creating this type of account reserves the right to (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

#### Corporate, Partnership, and other Organizational Accounts

We will usually require a separate authorization form designating the person(s) permitted to withdraw and the conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation or other organization. We will honor the authorization according to its terms until it is amended or terminated in writing by the governing body of the organization.

#### Agents

An agent is someone who you authorize to have access to this account on your behalf. (We have no duty or agreement whatsoever to monitor or insure that the acts of this agent are for your benefit.) This may be done by a separate form (such as power of attorney). An agent is not an owner on the account. We will allow agents to be appointed only on individual accounts unless each owner of the joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or agency account.

#### Facsimile Signatures

Any member using a Facsimile Signature authorizes and directs Team One, without further inquiry and as an accommodation to the member, to honor and pay checks, drafts, and other negotiable instruments (“Instruments”) bearing or purporting to bear a facsimile signature, and to charge and debit the member account(s) for such instruments, regardless of how or by whom the actual or purported facsimile signature was affixed. The member agrees to assume full responsibility for items Team One pays containing or purporting to contain a Facsimile Signature and is precluded from asserting and agrees to indemnify and hold Team One harmless from any and all losses, claims, damages, liabilities, attorney’s fees, costs, and expenses arising from or related to any use, misuse, or unauthorized or unlawful use of a Facsimile Signature or device

## Account Transfer

This account may not be transferred or assigned without our prior written consent.

## Right to Repayment of Indebtedness

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right to withdraw, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to and demand under the terms of the note at the time we charge the account, including any balance after the due date for which we properly accelerate under the note.

Our right to repayment does not apply to this account if: (a) it is an Individual Retirement Account or other tax deferred retirement account, or (b) the debtor's right to withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

## Withdrawals

Unless otherwise clearly indicated to the contrary, any one of you who is designated on the membership application, including any agents, is authorized to withdraw or transfer all or any part of the account balance at any time on a form approved by us. The fact that we may honor a withdrawal request, which overdraws the finally collected account balance, does not obligate us to do so, unless required by law. Withdrawals will be first made from collected funds, and we may, unless prohibited by law or written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request, which is attempted by any method not specifically permitted, which is for any amount less than any minimum withdrawal requirements, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day that you initiated it) to apply the frequency limitations. We reserve the right to require you to notify us of your intention to withdraw shares or deposits from this account as explained in our bylaws. Withdrawals from a "time deposit/certificate" prior to maturity or prior to the expiration of any notice may be restricted and may be subject to penalty. See your Truth-In-Savings disclosure for notice of penalties for early withdrawals.

## Deposit Reconciliation Practices

When you make a deposit to an account and a variance is identified, the Credit Union will fully reconcile the discrepancies in the deposit accounts. A discrepancy arises in a variety of situations, including inaccuracies on the deposit slip, encoding errors, or poor image quality. You will receive notification of the adjustment (by phone, in person during the posting of the transaction or by mailed receipt).

## Pledges

Unless you tell us differently in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any joint account survivor or trust account beneficiary becomes effective. For example, if one joint tenant pledges the deposit evidence by this agreement for a debt (i.e. uses it to secure a debt) and then dies, (1) the surviving joint tenant's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

## Direct Deposits

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

## Restrictive Legends

We are not required to honor any restrictive legend on items you write. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000".

## Stop Payments

- a. **Stop Payments Order Request.** You may request a stop payment order on any check drawn on your account. To be binding an order must be dated, signed and describe the account and draft number and the exact amount. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order and you state the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the credit union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.
- b. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- c. **Liability.** Fees for stop payment orders are set forth on the Fee Schedule. You may not stop payment on any certificated check, cashier's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## Postdated and Statedated Checks

We may pay any check without regard to its date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

## Taxpayer Identification Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

## Statements

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a joint account. For checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to your home or accessible through online banking.
- b. You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. **Notice to Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or change to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

## Inactive Accounts

If your account falls below any applicable minimum balance and you have not made any transaction over a period specified in the Truth-In-Savings Disclosure during which we have been unable to contact you by regular mail, we may classify your account as inactive. Unless prohibited by applicable law, we may charge a service fee set forth on the Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have not had other sufficient contact with you within the period specified by state law, the account will be presumed abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

#### **Termination of Account**

We may terminate your account at any time without notice to you or may require you to close your account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving us written notice. Any owner of a joint account can terminate the account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

If your account was opened online and is inactive for 60 days from the date of opening, we may terminate your account. The initial \$5 deposit made by the Credit Union will be withdrawn and the account will be closed.

#### **Termination of Membership**

You may terminate your membership by giving us notice. You may be declined services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

#### **National Credit Union Share Insurance Fund (NCUSIF)**

Member accounts are federally insured to at least \$250,000 by the National Credit Union Administration (NCUA). The NCUA is the federal agency that charters and supervises federal credit unions and insures savings in federal credit unions across the country through the NCUSIF, a federal fund backed by the full faith and credit of the United States government. Individual Retirement Accounts (IRAs) are separately insured up to an additional \$250,000 by the NCUSIF.

#### **This Agreement and State & Federal Law**

While your membership, accounts and services are primarily governed by this Agreement, they are also governed by the applicable law of the state in which the branch or service center where you opened your account is located, or if you opened your account by mail, by phone, or online, or our services that can be accessed online, the law of the State of Michigan, federal law, federal reserve regulations and operating letters, clearing house rules and the recognized Credit Union practices used in the areas our Credit Union serves, as amended from time to time. If any term of this Agreement is in conflict with the applicable law, that term will be nullified to the extent that it is inconsistent with the law and the law will govern. Should any term of this Agreement be declared invalid, unenforceable or unlawful by a court, that term will not affect the validity of any other terms of this Agreement, which will continue in full force and effect.

#### **FUNDS AVAILABILITY DISCLOSURE**

##### **Your Ability to Withdraw Funds**

Our policy is to make funds from your deposits available to you on the business day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and/or we will use the funds to pay checks you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If your account was opened and funded online, your initial deposit will be held for three (3) business days.

##### **Reservation of Right To Hold**

In some cases, we will not make all of the funds that you deposit by check available to you on the business day you make the deposit.

Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of your funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

##### **Longer Delays May Apply**

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

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

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

##### **Holds on Other Funds**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability or a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit or from the check 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 for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited or cashed.

##### **Deposits at Automated Teller Machines (ATM)/Remote Deposit Capture**

Funds from any deposit made at an ATM or via remote deposit capture will be available for withdrawal after two business days. However, some funds may be immediately available based on your current standings with the Credit Union. Contact the Credit Union to determine if you qualify. Because of the two-day hold when you make a deposit at an ATM or use Remote Deposit Capture, it is your responsibility to make sure your money is available before you write checks against your deposit.

##### **Special Rules for New Accounts**

If you are a new member, the following special rules apply during the first 30 days your account is open:

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

##### **OVERDRAFT/COURTESY PAY INFORMATION**

Courtesy Pay may provide certain account holders in "good standing" with the ability to overdraw their personal checking account. Courtesy Pay offers additional flexibility and convenience in managing account holder funds, and provides peace of mind knowing that checks may be paid up to the authorized overdraft limit.

**Determination of Available Balance:** Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account as of that time. Your available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee or requiring funds from another account. The available balance is

generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

**Order in Which Items Are Paid:** In general, we pay items in the order in which they are received, irrespective of when you issued or authorized the item. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in low to high dollar amounts. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted for a different amount.

**Activity that may cause an insufficient balance:** Insufficient balances may result from (1) Checks; (2) Automated Clearing House (ACH) debits such as online bill payment transactions; (3) Payments authorized by accountholder or other withdrawal requests; (4) Items deposited by the accountholder and returned unpaid by the paying institution; and (4) Imposition of service charges.

**Courtesy Pay Service:** We are not obligated to pay any item presented for payment if the account does not contain sufficient available funds. However, if the account has been opened at least 45 days and the accountholder maintains the account in good standing, defined as (1) Making regular deposits sufficient to cover transaction; (2) Bringing the account to a positive balance at least once every fifteen days or less; (3) There are no legal orders outstanding; and (4) Loans are not more than 31 days delinquent; (5) Credit scores, account relationship(s), and non-sufficient funds history may also be used to determine Overdraft/Courtesy Service limits, we may, at the Credit Union's sole discretion, pay overdrafts as a courtesy to you. Once qualified for Courtesy Pay and/or opted-in for debit card coverage, we may cover transactions up to \$1000, including any fees for Personal/Business Checking accounts. These limits include non-sufficient funds and/or Courtesy Pay charge(s).

We may refuse to pay an overdraft at any time, even though we may have previously paid overdrafts. We have no obligation to notify you before we pay or return an item. The amount of any overdrafts plus our non-sufficient funds and/or Courtesy Pay charge(s) that you owe us is due and payable immediately. If we pay an overdraft on an account with more than one (1) owner on the signature card, and/or agent, where applicable, drawing/presenting the item, thereby creating the overdraft, they are jointly and severally liable for such overdrafts plus our non-sufficient funds and/or Courtesy Pay charge(s).

**Determination of Available Balance:** Checks and other transactions on your account are paid based on your actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account as of that time. Your available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee or requiring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

**Order in Which Items Are Paid:** In general, we pay items in the order in which they are received, irrespective of when you issued or authorized the item. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in low to high dollar amounts. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted for a different amount.

**Activity that may cause an insufficient balance:** Insufficient balances may result from (1) Checks; (2) Automated Clearing House (ACH) debits such as online bill payment transactions; (3) Payments authorized by accountholder or other withdrawal requests; (4) Items deposited by the accountholder and returned unpaid by the paying institution; and (4) Imposition of service charges.

**Courtesy Pay Service:** We are not obligated to pay any item presented for payment if the account does not contain sufficient available funds. However, if the account has been opened at least 45 days and the accountholder maintains the account in good standing, defined as (1) Making regular deposits sufficient to cover transaction; (2) Bringing the account to a positive balance at least once every fifteen days or less; (3) There are no legal orders outstanding; and (4) Loans are not more than 31 days delinquent, we may, at the Credit Union's sole discretion, pay overdrafts as a courtesy to you. Once qualified for Courtesy Pay and/or opted-in for debit card coverage, we may cover transactions up to \$1000, including any fees for consumer checking accounts. These limits include non-sufficient funds and/or Courtesy Pay charge(s).

We may refuse to pay an overdraft at any time, even though we may have previously paid overdrafts. We have no obligation to notify you before we pay or return an item. The amount of any overdrafts plus our non-sufficient funds and/or Courtesy Pay charge(s) that you owe us is due and payable immediately. If we pay an overdraft on an account with more than one (1) owner on the signature card, and/or agent, where applicable, drawing/presenting the item, thereby creating the overdraft, they are jointly and severally liable for such overdrafts plus our non-sufficient funds and/or Courtesy Pay charge(s).

### CHECK 21-SUBSTITUTE CHECKS AND YOUR RIGHTS

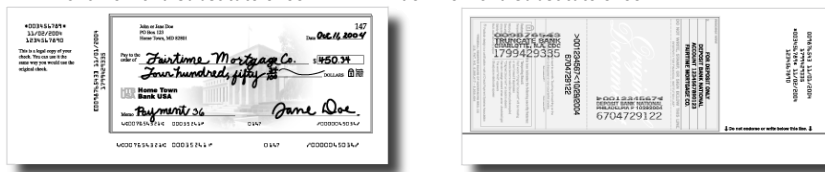
As our member, we think it is important for you to know about substitute checks and the Check 21 Act. As a result, we want to advise you that you may see differences in check images when you view your account information online or request a copy of your original check for proof of payment. The following Substitute Check Disclosure provides information about substitute checks and your rights. In order to help you recognize a substitute check when you begin to receive them, we have included a copy of a substitute check.

#### What is a substitute check?

A substitute check is a paper copy of the front and back of the original check that becomes the legal equivalent of the original check. A substitute check can be used the same way as the original check, including proof you made a payment, if it includes the following: 1. an accurate copy of the front and back of the original check, and 2. contains the words: "This is a legal copy of your check. You can use it the same way you would use the original check." A substitute check that meets these requirements is generally subject to the same federal and state laws that apply to an original check.

Front view of a substitute check

Back view of a substitute check



#### 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 the wrong amount was withdrawn from your account or that money was withdrawn 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, NSF 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 earns dividends. 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 of your refund (plus interest if your account earns interest) within 10 business days after the Credit Union received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. The Credit Union may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **How do I make a claim for a refund?**

If you have received a substitute check, you can file a special claim with Team One Credit Union for a refund (called an "expedited recredit") if you believe that:

1. The substitute check was incorrectly charged to your account,
2. You lost money as a result of the substitute check being charged to your account, and
3. You need the original check, or a copy, sufficient to show that the substitute check was incorrectly charged to your account.

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:

Team One Credit Union, 520 Hayden Street, PO Box 1260, Saginaw, MI 48606, (989) 754-6575

You must contact the Credit Union 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-

- 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; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, the name of the person to whom you wrote the check, and the date that the item was paid by Team One Credit Union.

#### **FACT ACT NOTICE**

##### **Negative Information Notice**

As a member, we would like you to be aware that under the FACT Act we may report information about your account to the credit bureaus when payments are late, missed or your account is in default. If you have any questions, please call us at the number listed above.

#### **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

##### **1. Services**

- Direct Deposit • Telephone Banking • Visa Debit Card/ATM Access • ACH Debits/Credits • Online & Mobile Banking • Online Bill Pay

##### **2. Usage and Limitations**

- a. Transactions available through ATM Networks are limited by the capabilities of the individual automated teller machines. There is no limit to the number of times you may use your card for non-withdrawal transactions.
- b. ATM withdrawals are subject to a daily cash withdrawal limit up to \$1,000.
- c. Team One reserves the right to refuse any transaction. Visa Debit Card signature-based point-of-sale (POS) transactions are debited approximately 3 business days after the date of purchase. However, the amount of the transaction is held from the available funds in your checking account the same day and will not be available for other use.
- d. Visa Debit Card personal identification number (PIN) POS transactions are subject to a daily limit ranging from \$250 to \$5,000 depending on the funds available in your checking account and available overdraft sources.
- e. Team One reserves the right to overdraw an account and charge a fee for doing so.

##### **Personal Identification Number**

You will have a four-digit PIN assigned to you, or you may select your own code, for access to Telephone Banking, Team One ATMs/ATM Networks, POS services, Online & Mobile Banking, and Bill Pay. If you lose your PIN, need instructions on its use, visit any branch during normal business hours. To change your PIN you may also change it at an ATM in addition to in the office. Do not disclose your PIN or otherwise make it available to anyone not on your Savings Account. You understand that all joint owners on your Savings Account will have access to any and all sub-accounts (shares and loans) of your primary account number.

##### **Account Access**

You may access your accounts using the above mentioned services to:

1. Make deposits to certain Team One savings and checking accounts.
2. Withdraw cash from certain Team One savings and checking accounts.
3. Obtain balances of certain Team One savings and checking accounts.
4. Transfer funds between your Team One savings and checking accounts.
5. Make payments to your loans at Team One.
6. Pay bills directly by personal computer or mobile device from your checking account in the amounts and on the days you request.
7. Withdraw funds as a check mailed to the address on your account.
8. Pay for purchases and services or obtain cash advances with your Team One Visa Debit Card at millions of locations worldwide

Some of the above services may not be available at all terminals or access channels.

##### **Point-of-Sale (POS) Services**

You can use your specially encoded plastic card at any retail location displaying the PLUS, CO-OP, Interlink or NYCE symbol. At PLUS, CO-OP, Interlink or NYCE Network locations, there is no limit to the number of transactions you can make each day. POS transactions are subject to a daily POS withdrawal/purchase limit ranging from \$250 to \$5,000.

##### **ATM, POS & Bill Pay Overdraft Transfers**

Team One is under no obligation to pay a transaction that exceeds the available balance in your account. Transactions that would overdraw your checking account may be treated as a request to transfer funds from the overdraft source designated on your checking account. All owners and authorized signers on your checking account will have access to accounts listed as overdraft sources through Overdraft Protection. All owners and authorized signers are jointly and severally liable for any and all overdrafts on this account.

Please refer to the Overdraft/Courtesy Pay Information section of this disclosure for further details relating to overdraft coverage available to you. Team One will only offset government benefits (e.g. Social Security and other public benefits) deposited to your accounts as permitted by law.

##### **Availability of Funds**

Funds from deposits may not be available for immediate withdrawal. Refer to Team One's Funds Availability Disclosure included above for details.

##### **Service Cancellation Policy**

Team One may cancel, modify, and restrict the use of any current or future Team One service upon written notice, or without notice if your account is overdrawn or when necessary to maintain or restore the security of your accounts on our system. Debit cards are nontransferable and belong to Team One. You or any joint owner on your account may cancel any of these services by notifying Team One.

##### **Automated Clearing House (ACH) Debits**

- a. You may authorize a third party to automatically debit your savings or checking account on a recurring basis to pay for goods and services or to make your loan payments.
- b. You may authorize automatic debits from as many third parties as you wish.

- c. Upon notification from a merchant (by oral, written, or posted notice), you or any joint owner may authorize a merchant to convert your check to a one-time electronic fund transfer from your account. You or any joint owner may also authorize a merchant to debit your account for returned check fees.
- d. Team One reserves the right to refuse any ACH debit which would draw upon insufficient funds.

**How To Stop ACH Debits**

**If Team One originates the payment on your behalf, you can stop these payments. Here's how:**

You can call us to send you an Authorization Agreement for Electronic Funds Transfer form with "cancel" indicated on it for you to sign and return or you can send us a signed request which includes the details of the transaction (date to be deducted, dollar amount, company name, when to cancel). Mail your completed request to us at: Team One Credit Union, Attn: Support Services, PO Box 1260, Saginaw, MI 48606. We must receive your request 3 business days or more before the payment is scheduled to be made in order to give us time to process your request.

**If you have payments not originated by us, you can stop any of these payments. Here's how:**

We must receive your request 1 business day or more before the payment is expected to be made in order to give us time to process your request. If you call us, Team One requires you to put your request in writing on a Stop Payment Request and return it to Team One within 14 days after you call. An oral request will cease to be effective 14 days from the date of the request if the signed authorization has not been provided to Team One Credit Union. You can also receive a Stop Payment Request form by visiting any Team One location. A stop payment fee is charged for each ACH debit you request to stop as stated in the Fee Schedule. Mail your completed request to us at: Team One Credit Union, Attn: Support Services, PO Box 1260, Saginaw, MI 48606.

Failure to provide accurate and complete information from the account holder pertaining to the transaction(s) may result in payment of the item(s). The account holder agrees to hold harmless and indemnify Team One Credit Union for all expenses, cost and damages incurred by the payment of the transaction(s) if such payment is the result of a failure of the account holder to meet the time requirement or if such payment is the result of failure of the account holder to furnish any information accurately. If you order Team One to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages

**Automated Clearing House (ACH) Credits**

Credits subject to Article 4A-

- a. The entry may be transmitted through ACH
- b. Your rights and obligations concerning the entry is governed by and constructed in accordance with the laws of the state of Michigan.
- c. Credit given is provisional until Team One Credit Union has received final settlement through a Federal Reserve Bank or otherwise has received payment.
- d. If Team One Credit Union doesn't receive such payment for the entry, we are entitled to a refund from you in the amount of the credit to your account, and the originator will not be considered to have paid the amount of the credit entry to your account.
- e. Team One Credit Union is not required to provide you with notice that the credit entry is received and will not do so.

**3. Right to Receive Documentation of Transfers**

**Terminal/POS Transfers**

A receipt describing the transactions you have made is available each time you use a specially encoded plastic card at one of Team One's ATMs and Network ATMs. If the transaction is performed at a Quick Payment Service (QPS merchants are generally low-dollar purchases such as gas stations & fast food restaurants) merchant for \$50 or less, no receipt is provided unless requested by you. If the merchant is not a QPS merchant, no receipt is required for amounts \$25 or less. Receipts issued by a Team One ATM or any Network ATM are binding on Team One only after verification by Team One.

**Pre-authorized ACH Credits**

If you have a direct deposit made to your account at least once every 60 days from the same source, and you do not receive a receipt (such as a pay stub), you can use TELEPHONE BANKING, Online or Mobile Banking to obtain this information, or you can call us at (989) 754-6575 or (888) 288-3261 to determine if the deposit has been made.

**ACH Debits that Vary in Amount**

When you authorize a third party to automatically debit your account for amounts that vary, the third party will notify you of the amount and transaction date 10 days before the debit occurs, unless you have arranged to be notified only when the amount exceeds a specified limit.

**Periodic Statement**

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

**4. Business Days**

For purposes of these disclosures, every day is a business day, except Saturdays, Sundays and federal holidays.

**5. In Case of Errors or Questions about Your Electronic Transfers**

Telephone us at (989) 754-6575 or (888) 288-3261, or write to: Team One Credit Union, Attn: Support Services, PO Box 1260, Saginaw, MI 48606 as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

Include the following information in your letter:

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

**If you tell us verbally, Team One requires that you send us your complaint or questions in writing within 10 business days.** We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days in the case of a transfer resulting from a POS debit card transaction,) to investigate your complaint or question. **Your complaint or question must be in writing and if we do not receive it within 10 days, we will not re-credit your account.**

**6. Liability for Unauthorized Use**

If you notify us of the loss, theft, or unauthorized use of your Card or other devices which we supply to you, you will not be liable for any unauthorized use for purchases processed though Visa/Plus provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the liability limits set forth will apply.

For ATM and PIN transactions not processed through VISA/Plus, you can lose no more than \$50 if someone accessed your account without your permission. If you don't tell us within two (2) business days after you learned of the unauthorized use, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows unauthorized transfers, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, call the number below, or write to: Team One Credit Union, Attn: Plastics Department, PO Box 1260, Saginaw, MI 48606.

Any person, who is permitted by you, either by express or implied permission, to use your card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with your card. You agree that you will not use your account, or any devices that access your account, in any illegal manner, and/or for any illegal purpose, including, but not limited to illegal internet gambling.

**7. Credit Union Liability**

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

- a. Through no fault of ours, you do not have enough money in your account to make the transfer.
- b. The automated teller machine where you are making the transaction does not have enough money.
- c. The system is not working properly and you know about the breakdown when you start the transfer.
- d. Circumstances beyond our control (such as fire, flood, computer malfunction, electrical outage, or problems with the telephone lines) prevent the transfer, despite the reasonable precautions we have taken.
- e. A third party originating a deposit fails to generate the deposit or fails to generate it in the correct amount or on time.
- f. The money in your account is subject to legal process or other encumbrance.
- g. We fail to honor your card due to improper use or retrieval of the card by a Team One ATM or any Network ATM.
- h. You have not provided the bill pay service with the correct names or account information for those persons or entities to which you wish to direct payment.
- i. The intended recipient of the payment mishandles or delays a payment sent by the bill pay service.
- j. There are other exceptions stated in our agreement with you.

#### **8. Fees**

There is no charge to you for using Telephone Banking, Online or Mobile Banking, or for participating in Direct Deposit. However, Team One reserves the right to impose service charges at a future date after giving notice. ATM, Bill Pay, and ACH debit services are subject to fees. Refer to Team One's Fee Schedule for current fees.

#### **9. Nonproprietary ATM**

When you use an ATM not owned by Team One, you may be charged a fee by the ATM operator or any network used in processing the transaction, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

#### **10. Foreign Transactions**

##### ***Exchange Rate***

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

##### ***Transaction Fee***

A fee of up to 1 percent of transaction amount, plus any surcharges assessed by ATM owner, is charged for transactions conducted outside the United States.

#### **11. Privacy**

We will not disclose information to third parties about your account or the transactions you make except:

- a. Where it is necessary for us to complete a transfer.
- b. To verify the existence or status of your account for ordinary business purposes, such as a request from a credit reporting agency or merchant, etc.
- c. In order to comply with legal process, such as government agency or court orders, etc.
- d. If you give us your written permission.

#### **12. Change in Terms**

We reserve the right to change or amend the terms of our Membership and Account Opening Agreement as listed by posting on Team One Credit Union's website or by delivering such changes or amendments to you at the physical or email address shown on the credit union's records. Prior notice may not be given where an immediate change is necessary to restore the security of your account.