

### **NOTICE OF ARBITRATION PROVISION**

This Agreement contains an Arbitration Provision which provides that you or the Credit Union may elect to have all disputes resolved by **BINDING ARBITRATION INSTEAD OF IN COURT**.

You should read the Arbitration Provision below carefully. It provides, among other terms:

You **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this Agreement (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**).

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury.

You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**.

Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**.

**YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING.**

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# AMENDMENT TO AGREEMENTS AND DISCLOSURES

This Amendment to Agreements and Disclosures (“Amendment”) amends the Agreements and Disclosures governing your deposit relationship with the Credit Union (the “Agreement”).

Except as otherwise provided in this Amendment, if any provision contained in this Amendment is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Amendment shall govern and control.

**This Amendment contains important membership information. Please review this Amendment carefully. If you have any questions regarding this Amendment, please contact us at 313.336.2700 or 888.336.2700 or visit any branch.**

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1. **ARBITRATION.** The following provision is added to the Agreement.

**BINDING ARBITRATION AND CLASS ACTION WAIVER - RESOLUTION OF DISPUTES BY ARBITRATION:** THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes.** Either you or we may elect, without the other’s consent, to require that any dispute between us concerning your membership, your deposit accounts (“Accounts”) and the services related to your membership and Accounts, including but not limited to all disputes that you may raise against us, must be resolved by binding arbitration, except for those disputes specifically excluded below.

**No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Disputes Covered by Arbitration. YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL.** Any claim or dispute relating to or arising out of your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its affiliates, successors, assignees, officers, directors, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and

claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

**Disputes Excluded from Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Our Claims or disputes against you arising from your status as a borrower under any loan agreement with the Credit Union or to collect any funds you may owe us are also excluded from this Resolution of Disputes by Arbitration provision.

**Commencing an Arbitration.** The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at:

**DFCU Financial  
Attention: General Counsel  
P.O. Box 6048  
Dearborn, MI 48121**

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
[www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-free)  
[www.jamsadr.com](http://www.jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

**Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**Costs.** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a

party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies, except in an action by us against you that has been initiated by Us to collect funds that you may owe to us.

**Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Michigan shall apply.

**Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

**Applicability.** Arbitration will not apply to your Account as long as you are an active duty Service Member.

**Right to Reject this Resolution of Disputes by Arbitration provision. YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:**

**Agreement to the Resolution of Disputes by Arbitration provision:**

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

**Rejection of the Resolution of Disputes by Arbitration provision:**

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

- a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;
- b. You must send Your written notice to Us at the following address:

**DFCU Financial  
Attention: General Counsel  
P.O. Box 6048  
Dearborn, MI 48121**

**2. PERMITTED TIME FOR FILING A LAWSUIT.** The following provision is added to the Agreement:

You must file any lawsuit or arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition of making a claim.

**3. LIMITATION OF LIABILITY.** The following provision is added to the Agreement:

**EXCEPT WHERE REQUIRED BY LAW OR THIS AGREEMENT SPECIFICALLY PROVIDES OTHERWISE, WE WILL NOT BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR THE SUM OF \$5,000.00, WHICHEVER IS LESS. IN NO EVENT WILL CREDIT UNION BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.**

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Except as otherwise provided in this Amendment, if any provision contained in this Amendment is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Amendment shall govern and control. Except as otherwise provided in this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

If you have any questions regarding this Amendment, please contact us at 313.336.2700 or 888.336.2700 or visit any branch.

# AMENDMENT TO AGREEMENTS AND DISCLOSURES

This Amendment to Agreements and Disclosures (“Amendment”) amends the Agreements and Disclosures governing your deposit relationship with the Credit Union (the “Agreement”).

Except as otherwise provided in this Amendment, if any provision contained in this Amendment is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Amendment shall govern and control.

**This Amendment contains important membership information. Please review this Amendment carefully. If you have any questions regarding this Amendment, please contact us at 313.336.2700 or 888.336.2700 or visit any branch.**

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**Your Liability for Overdrafts.** The sections of the Agreement entitled “Overdraft Protection”, “Insufficient Funds Returns” and “Overdraft Balance Calculation” are deleted in their entirety and replaced with the following provision:

**PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS “YOUR LIABILITY FOR OVERDRAFTS” SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 313.336.2700 or 888.336.2700, OR VISIT ANY BRANCH.**

## A. GENERAL.

**1. What Does it Mean to Overdraw Your Account?** “Overdrawing” your account means that there are not sufficient available funds (as described in Section B below) in your account to pay for a transaction, resulting in a negative or “overdrawn” balance. Some transactions that can result in an overdraft in your account include, but are not limited to:

- the payment of checks, electronic fund transfers, telephone-initiated transactions, preauthorized payments under our Bill Payment Service, debit card transactions, or other withdrawal requests authorized by you;
- the return (unpaid) of items deposited by you;
- the assessment of service charges by us; or
- the deposit of items that are treated as not yet “available” according to our Funds Availability Policy.

**2. What Happens if the Credit Union Refuses to Pay the Item?** If you overdraw your account, we may return the item unpaid, commonly known as a return for “non-sufficient funds” or “NSF”. It is important to understand that the Credit Union has no control over how many times an intended payee will resubmit an item to us for payment. When we return an item unpaid, we will assess you a Non-Sufficient Funds Fee each time the item is presented to us for payment. Though there is no limit on the number of fees we may assess against your account, as a courtesy to our members, we will limit the number of fees we assess to no more than six (6) per day. In addition, if the overdrafting of your account occurs with respect to an ATM/POS transaction, we will not assess a fee if the item is less than \$5.00.

**3. What Happens if the Credit Union Pays the Item?** If you overdraw your account and we pay the item, we may do so in one of two ways:

- through standard overdraft practices that come with your account, which we call “Premium Overdraft”; or
- through an overdraft protection plan, which we call “Overdraft Transfer Service”

You can elect to decline either of these services at any time, which may result in your transactions being declined for non-sufficient funds if the available balance in your account is insufficient to pay for your transaction.

The Credit Union also offers an overdraft line of credit for qualifying members. This “Your Liability for Overdrafts” section describes only our Premium Overdraft and Overdraft Transfer Services. If you have questions regarding applying for an overdraft line of credit, please contact the Credit Union for additional information.

**4. Your Obligation to Keep Records of Your Transactions.** While we provide Premium Overdraft and the Overdraft Transfer Service for your convenience and as a way to help you avoid overdrafts, non-sufficient funds transactions, and associated fees, you are responsible for keeping track of the funds in your account that are available for you to use before you write a check, preauthorize a payment under our Bill Payment service, authorize an ACH transaction, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. **It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments), as your available balance (discussed in more detail below) may not reflect these transactions until they are paid from your account.**

## **B. YOUR AVAILABLE BALANCE.**

**1. Actual Balance Versus Available Balance.** Your checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how these two balances work so that you know how much money is available to you in your account at any given time. This section explains actual and available balances and how they work.

**2. Your “Actual Balance”.** Your “actual” balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered “available” for transactions on your account. The actual balance is also sometimes referred to as your “current balance” . Your actual/current balance reflects transactions that have posted to your account, but it does not reflect transactions that have been authorized and are pending or deposits that may be on hold. While the terms “actual” and “current” may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case because any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your actual/current balance. For example:

- assume you have a \$50 actual/current balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. Though your actual/current balance is \$50, you have already spent \$40.

**3. Your “Available Balance”.** Your available balance is the amount of money in your account that is available to you to use without incurring a fee. The available balance takes into account factors such as holds placed on deposits and pending transactions, like pending debit card purchases, that the Credit Union has *authorized*, but that have not yet *posted or settled* to your account. For example:

- assume you have an actual/current balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). If the merchant requests preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your actual/current balance will still be \$50 because this transaction has not yet posted, but your available balance will be \$30 because of the restaurant’s \$20 preauthorization request. When the merchant submits its bill for payment (which could be days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your actual/current balance will be reduced by the amount of the posted transaction.

**4. Your Available Balance and Non-Debit Card Transactions.** For electronic funds transfers (ACH), checks, bill payments, and any other non-debit card transactions, we use your available balance at the time a transaction posts to determine whether your account is overdrawn and whether a fee will be assessed. For information on how your available balance works with respect to debit card transactions, please see Section C.

## **C. AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS.**

**1. What is an Authorization Hold?** When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day.



**2. How Does an Authorization Hold Affect Your Available Balance?** Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. We have no control over when a merchant may present an item for payment. Merchant payment requests are received throughout the day and are posted to your account as they are received.

**3. The Amount of an Authorization Hold May Differ From the Amount of the Actual Transaction.** The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is authorized before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or a gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

**4. Length of an Authorization Hold.** We are permitted to place an authorization hold on your account for up to four (4) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account, which will decrease your available balance. However, in these instances, we will not maintain an authorization hold for longer than four (4) business days (or for up to thirty (30) business days for certain transactions).

**5. Your Available Balance and Debit Card Transactions.** Everyday debit card transactions are processed against your account at two different times: first, when the transaction is authorized, and again when the transaction actually settles to your account, usually days later. This delay between the time a particular transaction is authorized and when it actually settles to your account is solely within the control of the merchant and its processor. The Credit Union has no control with respect to the time period that elapses between the time a merchant seeks authorization and finally submits the transaction for settlement.

For debit card transactions, we use your available balance at the time a transaction is authorized and again when the transaction settles to your account to determine if each specific transaction will overdraw your account and whether a fee will be assessed. It is important to remember that your available balance may not reflect all of your transactions.

When the Credit Union authorizes an everyday debit transaction, the amount of the transaction is subject to a preauthorization hold. This means that the amount of the transaction is subtracted from your actual balance. It is important to understand that even if you have sufficient available funds in your account at the time the transaction is authorized, it is possible that the settlement of the transaction may result in an overdraft to your account, and the incurring of a fee. The two most common scenarios are as follows:

- **Example 1: Purchase transactions where the final amount is initially unknown.** The most common examples of a purchase transaction where the final amount is initially unknown are gas station purchases, restaurant charges, hotel and car reservations. In such cases the transaction will be communicated to the Credit Union for authorization in one amount, but when the transaction actually settles your Account it does so for a greater amount. For example, if you use your debit card to pay at the pump for a gasoline purchase, you typically must utilize your debit card before operating the pump. The Credit Union may receive an authorization request in the amount of \$15.00. At the time of the authorization request, the available balance in your account is \$30.00, so the Credit Union approves the authorization request, and the available balance in your account is reduced to \$15.00. You proceed with the transaction, and purchase gasoline totaling \$40.00. When that transaction actually settles to your Account in the amount of \$40.00 as opposed to the \$15.00 that was authorized, the available balance in your Account is not sufficient to cover the settlement of the preauthorized transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an

overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions).

- **Example 2: Purchase transactions where intervening items paid between authorization and settlement result in the overdrafting of your Account.** Assume the same gas station scenario as described in Example 1, except that you purchase gasoline totaling just \$15.00, so the authorized amount of the transaction is the same as the settlement amount of the transaction. However, between the day the transaction was authorized and the day the transaction settles to your account, a check you wrote in the amount of \$35.00 is presented for payment. The available balance in your account at the time of presentment is \$15.00, but the Credit Union pays the item in accordance with its Premium Overdraft service, resulting in an overdraft. When the \$15.00 gas station transaction actually settles to your account, the available balance in your account is not sufficient to cover the settlement of the preauthorized transaction, even though the settlement amount of the transaction is the same as the preauthorized amount of the transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an additional overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions).

For debit card transactions involving merchant authorization holds, we look at the available balance at the time a transaction is authorized and again at settlement to determine whether the transaction will result in an overdraft and a fee. If your available balance is insufficient to pay the preauthorization amount requested by a merchant, and you have not opted into Premium Overdraft for payment of everyday debit transactions, we will decline the request. If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant's authorization request.

If your available balance is insufficient to cover a merchant's authorization request, and you have opted in to Premium Overdraft for everyday debit transactions, we may choose to approve the authorization request. In the instance where your available balance was insufficient to cover a merchant's authorization request at the time of authorization without causing the account to have a negative balance, and we choose to authorize the transaction using Premium Overdraft, we will charge an Overdraft Service Fee on that transaction when it posts, regardless of the available balance in the account at the time of posting.

Note that transactions authorized with a merchant as recurring debit card transactions may be covered by Premium Overdraft regardless of whether you have opted into Premium Overdraft for the payment of everyday debit card transactions. This means you may be assessed a fee in connection with a recurring debit card transaction, even if you have not opted into Premium Overdraft for the payment of everyday debit card transactions.

## **D. PAYMENT OF OVERDRAFTS.**

**1. The Credit Union Has No Obligation to Pay Your Overdrafts.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may close, without notice, any account with excessive overdraft activity, and report the account to a consumer reporting agency.

**2. Fees Associated with Overdrawing Your Account – Premium Overdraft.** We assess a fee each time an item is presented for payment that we either pay, resulting in an overdraft, or which we decline pay because payment of the item would result in an overdraft had we paid it. If we pay an item in accordance with Premium Overdraft, we will charge you an Overdraft Service Fee. Though there is no limit on the number of fees we may assess against your account, as a courtesy to our members, we will limit the number of fees we assess to no more than six (6) per day. In addition, if the overdrafting of your account occurs with respect to an ATM/POS transaction, we will not assess a fee if the item is less than \$5.00.

**3. Fees Associated with Overdrawing Your Account – Overdraft Transfer Service.** There are fees associated with using our Overdraft Transfer Service. These fees may be less expensive than Overdraft Service Fees or Non-Sufficient Funds Fees. If we pay an item in accordance with our Overdraft Transfer Service, we will charge you an Overdraft Transfer Fee. If you have elected both the Overdraft Transfer Service and Premium Overdraft, there are circumstances wherein you will be charged both an Overdraft Transfer Fee and an Overdraft Service Fee. These

circumstances are discussed in greater detail in Section F. There is no limit to the total fees we can charge you for overdrafting your account.

**4. Fees Associated with Overdrawing Your Account – Non-Sufficient Funds Fees.** If we do not pay an item, we will return the item and charge you a Non-Sufficient Funds Fee each time an item is presented for payment and we return it unpaid due to an insufficient available balance. We have no control over the number of times an intended payee may resubmit the same item to us for payment. There is no limit on the total fees we can charge you for overdrafting your account.

**5. Fee Schedule.** Please refer to the Fee Schedule for a current listing of all fees associated with overdrawing your account.

**6. YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT AVAILABLE FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** This is because your available balance may not reflect all of the outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. For example, you may have written a check that is still outstanding because it has not been submitted for payment by the payee. That check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. We have no control over when a merchant submits an item for payment. For example, if a merchant obtains our prior authorization but does not submit an everyday debit card transaction for payment within four (4) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions including, but not limited to, car rental transactions and international transactions), we are required to release the authorization hold on the transaction. Your available balance will not reflect this transaction once the hold has been released. Please refer to the section entitled “Authorization Holds for Debit Card Transactions” for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Please refer to the Funds Availability Disclosure for information regarding the availability of your deposits for withdrawal.

## **E. HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.**

There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (checks, ACH transactions, or ATM/POS transactions). It is common for each of these presentment files to contain multiple items to be processed against your particular account. When multiple items are received at the same time, the items will be paid as follows:

- Checks are paid in the order received;
- ACH items in each presentment file post credits first in the order presented, then debits in the order presented (we receive multiple ACH presentment files per day)
- ATM/POS items are paid in the order they are presented.
- Transactions performed in person, such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

The order in which items are paid is important if your account does not contain sufficient available funds to pay all of the items that are presented. If an item is presented for payment and your available balance is insufficient to pay it, we may, at our discretion, automatically transfer available funds from your designated account pursuant to the Overdraft Transfer Service, pay the item pursuant to Premium Overdraft, or return the item for non-sufficient funds.

Please understand that the above information is only a general description of how certain types of transactions are posted. These practices may change, and the Credit Union specifically reserves the right to pay items in any order, as permitted by law.

## F. OPTIONAL OVERDRAFT PROTECTION PLAN – OVERDRAFT TRANSFER SERVICE.

**1. Overdraft Transfer Service.** We offer an optional overdraft protection plan that we refer to as our “Overdraft Transfer Service” where funds from an eligible linked account are used for overdraft protection. We will look first to this service for overdraft protection before applying our discretionary Premium Overdraft service when your account is overdrawn. The Overdraft Transfer Service may save you money on the total fees you pay us for overdraft protection.

With this service, you authorize us to make transfers of available funds automatically from your eligible linked account, plus the overdraft transfer fees, to cover overdrafts in your checking account. The Overdraft Transfer Service is an optional feature that can be added to your eligible checking accounts upon your request. To request or terminate the Overdraft Transfer Service: (1) call us at 313.336.2700 or 888.336.2700; (2) visit any branch and speak with a Representative; or (3) mail a request to DFCU Financial, P.O. Box 6048, Dearborn, MI 48121.

Overdrafts paid pursuant to the Overdraft Transfer Service are subject to a per-item Overdraft Transfer Fee as set forth in the Fee Schedule.

If you decline or terminate the Overdraft Transfer Service and are not eligible for Premium Overdraft, and there are insufficient available funds in your checking account to pay an item, your item will not be paid unless it was a previously authorized everyday debit card transaction. The items will be returned, and an NSF fee will be charged, **each time an item is presented for payment and returned unpaid due to an insufficient available balance**. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees. Transfers will appear on your periodic statements for each applicable account.

**2. Limits on Overdraft Transfer Service.** We will not transfer more than the available account balance in designated linked account if the amount of the overdraft and related fee(s) exceed the available amount. If the available balance in a designated linked account is not enough to pay the full amount of the transaction(s) you have initiated on any day plus the Overdraft Transfer Fee(s), we will transfer up to the available balance to pay one or more transactions, plus the applicable fee for each item. Any transactions that are not paid by the transfer will either be paid through our Premium Overdraft Service or returned, and Overdraft Transfer Fees, Overdraft Service Fees, and/or Non-Sufficient Funds Fees, as applicable, will be assessed.

The following example illustrates how this works if you have elected **both** Overdraft Transfer Service and Premium Overdraft:

Assume your actual and available balances in your checking account are both \$50, and your available balance in your savings account is \$10. You write a check for \$80. When the check is presented for payment, because you don't have \$80 available in your checking account or regular savings account, the item cannot be fully paid using the Overdraft Transfer Service from the regular savings account. However, if you have also elected Premium Overdraft, we may elect to transfer the \$10 in your linked savings account and pay the remaining portion of the item using Premium Overdraft. In such case, you will be assessed **both** an Overdraft Transfer Fee **and** an Overdraft Service Fee.

However, because Premium Overdraft is a discretionary service, we may instead elect to decline to pay the transaction. If we decline to pay the transaction, we will not transfer any funds from your linked savings account, we will decline the transaction, and we will assess you a Non-Sufficient Funds Fee **each time** the item is presented for payment. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees.

**3. We May Return Items Unpaid.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related Non-Sufficient Funds Fee as stated in our Fee Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same

transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related Non-Sufficient Funds Fee **each time** that same transaction is returned unpaid.

**4. Termination of Overdraft Transfer Service.** We may terminate the Overdraft Transfer Service at any time with or without notice to you. Any owner of the checking account or any owner of an eligible linked account used for overdraft protection may decline the Overdraft Transfer Service. To terminate the Overdraft Transfer Service: (1) call us at 313.336.2700 or 888.336.2700; (2) visit any branch and speak with a Representative; or (3) mail notice of your decision to decline the Overdraft Transfer Service to DFCU Financial, P.O. Box 6048, Dearborn, MI 48121. Your election to decline will be effective after we have received notice and have had a reasonable time to act on it.

## G. PREMIUM OVERDRAFT SERVICE

**1. Premium Overdraft.** In accordance with our commitment to provide valued service and benefits, we may, if you qualify, at our discretion, pay overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your limit, which is determined by us in our sole and absolute discretion. Premium Overdraft is different than the Overdraft Transfer Service. Premium Overdraft is a backup to the Overdraft Transfer Service and will only be activated if funds are not available from the Overdraft Transfer Service.

**2. What Overdraft Transactions are Covered?** Premium Overdraft is available for the payment of checks, preauthorized payments under our Bill Payment Service, ACH drafts, and recurring debit transactions. Premium Overdraft is also available for everyday debit card transactions, if you opt-in, as described in the next section below.

**3. Optional Overdraft Transactions.** The following types of transactions require you to “opt in” (in other words, you must provide us with your affirmative consent) if you would like to include them in Premium Overdraft. Choosing not to opt in may result in these transactions being declined:

- ATM transactions
- Everyday Debit Card transactions

We do not require you to authorize Premium Overdraft for your ATM and everyday debit card transactions as a condition of us providing Premium Overdraft to you for your checks, ACH transactions or other transactions. If you want the Credit Union to authorize and pay overdrafts for ATM and everyday debit card transactions through Premium Overdraft, you must provide us with your consent by: (1) calling us at 313.336.2700 or 888.336.2700; (2) visiting any branch and speaking with a Representative; or (3) mailing notice of your decision to opt in to Premium Overdraft for ATM and everyday debit card transactions to DFCU Financial, P.O. Box 6048, Dearborn, MI 48121.

**4. Eligibility for Premium Overdraft.** Premium Overdraft is not a credit product. It is a feature that is automatically included with eligible checking accounts (unless you decline Premium Overdraft entirely as described below or information we get from a consumer reporting agency does not meet Credit Union standards). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner and the below criteria. Premium Overdraft may be available for checking accounts for which the primary checking account owner is 18 years of age or older. We reserve the right to limit Premium Overdraft to one (1) account per household or member. We may suspend or permanently revoke Premium Overdraft from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
- Your primary savings account does not have a positive balance;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;

- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You use the Service to pay items written to check cashing agencies;
- You have an unresolved prior loss with us; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

**5. Premium Overdraft is a Discretionary Privilege.** Any payment made by us under Premium Overdraft will be made on a case-by-case basis, in our sole and absolute discretion. Premium Overdraft does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. Premium Overdraft is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

**6. Notification.** If you qualify for Premium Overdraft, we will notify you that Premium Overdraft has been added to your account. However, 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 any item. It is important to remember that Premium Overdraft is a purely discretionary benefit offered by the Credit Union. If at any time we determine that your account is no longer eligible for Premium Overdraft for any reason, we can discontinue it immediately without notice to you.

**7. How Premium Overdraft is Administered.** If you are eligible for the Service, we will generally pay your overdraft items up to a maximum amount established by the Credit Union in its sole and absolute discretion, including fees. We are not required to notify you of any nonsufficient funds checks, ACH items, or other transactions that may have been paid or returned. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

**8. When is the overdraft payment due?** The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

**9. Overdraft Service Fees.** An Overdraft Service Fee will be charged to your checking account, in accordance with our Fee Schedule, for each overdraft that is authorized and paid through the Service. This means that more than one Overdraft Service Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Premium Overdraft. You understand that your Premium Overdraft Limit will be reduced by the amount of each overdraft paid by us through Premium Overdraft and the amount of the related Overdraft Service Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Premium Overdraft Limit by the amount of the repayment. If we choose not to pay the item/transaction under Premium Overdraft, you are subject to a Non-Sufficient Funds Fee in accordance with our Fee Schedule for each such item each time it is presented for payment and returned unpaid due to an insufficient available balance. Your periodic statement will itemize Overdraft Service Fees and Non-Sufficient Funds Fees for each cycle, as well as the year-to-date total of fees.

**10. Transfers to Cover Overdrafts.** You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs ), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

**11. Right of Setoff.** In addition to any other rights that we may have, you agree that any deposits, future deposits, or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you decline Premium Overdraft (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. All owners are liable to us for any overdrafts that may occur on your account, regardless of whether or not a benefit occurred.

**12. Default.** You will be in default under the terms of Premium Overdraft if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Premium Overdraft, or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.

**13. Termination; Suspension.** We may terminate or suspend Premium Overdraft at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of our rights without losing them.

**14. Your Right to Decline Premium Overdraft. Any owner of the checking account may decline the service.** If you prefer not to have the Service, visit us in a branch, contact us at 313.336.2700 or 888.336.2700, or write to us at DFCU Financial, P.O. Box 6048, Dearborn, MI 48121, and include your name, member number and a statement that you are declining the Credit Union's Premium Overdraft service and we will remove the Service from your checking account. If you decline the Service, you will still be charged an Non-Sufficient Funds Fee for each item returned each time an item is presented for payment and returned unpaid due to an insufficient available balance.

**15. Optional Overdraft Protection Plans.** As discussed in more detail above, we also offer the optional Overdraft Transfer Service which links your checking account to a savings account, as well as other overdraft sources and may be less expensive than Premium Overdraft. To learn more, please ask us about these plans.

**THE BEST WAY TO KNOW HOW MUCH MONEY YOU HAVE AND AVOID PAYING OVERDRAFT FEES IS TO RECORD AND TRACK ALL OF YOUR TRANSACTIONS CLOSELY. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 313.336.2700 or 888.336.2700 OR VISIT ANY BRANCH.**

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Except as otherwise provided in this Amendment, if any provision contained in this Amendment is in conflict with, or inconsistent with, any provision in any of the Agreement, the provision contained in this Amendment shall govern and control. Except as otherwise provided in this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

If you have any questions regarding this Amendment, please contact us at 313.336.2700 or 888.336.2700 or visit any branch.



P.O. BOX 6048  
DEARBORN, MICHIGAN 48121  
PH 888.336.2700  
dfcufinancial.com

# AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, FUNDS AVAILABILITY POLICY AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements And Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean DFCU FINANCIAL. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements And Disclosures. For joint accounts, read singular pronouns in the plural.

## DFCU FINANCIAL MEMBERSHIP

To apply for membership with DFCU Financial, You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within DFCU Financial's common bond as outlined in the Credit Union's Charter.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons.

By signing Your application for membership, You acknowledge receipt of these Agreements And Disclosures, including the terms and conditions which apply to Your Accounts.

## FAMILY MEMBERSHIP

Credit Union members whose status is currently within the Credit Union's common bond (as outlined herein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

## ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH DFCU FINANCIAL, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY WHICH, TO THE EXTENT APPLICABLE, IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

**JOINT ACCOUNTS.** If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners. We can release or pay any amount on deposit in Your Account to any Owner. We can honor Checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

**CUSTODIAL ACCOUNTS.** Any custodial account is subject to the Uniform Transfers to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**TRUST ACCOUNTS.** Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. We require all Trust Accounts to name a beneficiary. The individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. It is the responsibility of the Settlor(s) to determine and understand any legal effects related to this type of Account.

**PAYABLE-ON-DEATH STATUS.** If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account: (a) if the Beneficiary is a natural person, only if the Beneficiary is alive and only if You and any joint Owners are deceased; (b) if the Beneficiary is a charity or other non-profit organization, only if the charity or non-profit organization is in operation as a validly constituted, registered and/or licensed entity under applicable state law, and You and any joint Owners are deceased. Upon Your death and the death of any joint Owners, the funds on deposit will be paid to the beneficiary(ies) of record in equal shares unless You designated otherwise. If, however, none of the payable-on-death beneficiaries You named is alive (or in operation as a validly constituted, registered and/or licensed entity under applicable state law in the case of a charity or non-profit organization) at Your death, the funds will be paid to the party or parties as required by applicable law. It is the responsibility of all Account Owners to determine any legal effects of opening and maintaining an Account with payable-on-death status.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day. Your Savings are Federally insured by the National Credit Union Administration, a U.S. Government Agency, to at least \$250,000.00 and backed by the full faith and credit of the United States Government.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day in the order We choose, all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**OVERDRAFT PROTECTION.** Unless You elect otherwise, We will not transfer funds to Your Account to cover any overdraft. If You have elected overdraft protection, transfers will be made from Your line of credit up to Your available credit limit, or from Your deposit Accounts, provided You have enough available funds, subject to any preference You have indicated to Us for clearing any overdraft(s). We may, at Our option, provide You with Overdraft Service and if We elect to do so, You understand that transfers will be made at Our sole discretion and in an order of Our choosing, subject to Our Overdraft Policy in force at the time of any such transfer. Any overdraft transfers from Your deposit Accounts, Your Line of Credit and/or those made in conjunction with Overdraft Service will be subject to a fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.



## ACCOUNT AGREEMENT (continued)

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE OR DORMANT ACCOUNTS.** Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Fee. We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners, and supercedes any claim that might be made by Your heirs, estate representatives and Account beneficiaries.

**CREDIT REPORTING NOTICE.** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements And Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You. Account services are available to members of the Credit Union. We reserve the right to cancel or suspend services to a member that has: (a) a delinquent loan; (b) an account balance below the \$5.00 minimum for a period of six months or more, or in the alternative, does not maintain an active loan with the Credit Union; (c) an unresolved deposited returned item; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; or (f) caused a financial loss to the Credit Union.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

**AGREEMENTS AND DISCLOSURES.** The Agreements And Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account.

Your Agreements And Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** All oral, written and Telephone Banking stop payment requests for Checks are subject to the terms and conditions of the Stop Payment form related to any such requests. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. Written confirmation of the stop payment request will be provided to You. A stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a

Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment, and as a result, any other item is returned unpaid by Us due to insufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You. You will be charged a fee for each check stop payment that You request.

**CHECKS AND OTHER ACCOUNT ACCESS DEVICES.** Any Check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT CHECKS.** You understand that postdating a Check will have no effect on whether or not it is honored prior to or after the date of any such Check. A stale Check is any Check received by Us by the earlier of six months or more after the date of the Check or any expiration date printed on the Check. We may pay or refuse to pay any postdated, stale or overdraft Check, or other item presented for payment on Your Account without any liability.

**CHECK SAFEKEEPING.** Check Safekeeping is automatic on Your Account. You understand that canceled Checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a Check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Check. You will be charged a fee for each copy of a Check that You request.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**ORGANIZATIONAL OR SOLE PROPRIETORSHIP ACCOUNTS.** If Your Account is an organizational or sole proprietorship account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so. We require that the individual opening the Account be a member and that all owners or organizational members be individually eligible for membership.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts. In addition, You agree that We may rely on information supplied by the United States Postal Service when updating Our records.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

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

## ACCOUNT DISCLOSURES

**THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.**

### SPECIFIC TERMS APPLICABLE TO YOUR SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to Our Account Disclosure Rate Supplement, which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$5.00, which may be maintained in this Account or any combination of share accounts that You have with Us. You must maintain an aggregate minimum average daily balance of \$200.00 (Savings, Checking, DFCUPerks, Interest Checking Plus, DFCUPerks Plus, IMMA or share certificates combined) or maintain direct deposit to this Account each month to avoid a monthly fee.

### SPECIFIC TERMS APPLICABLE TO YOUR SPECIAL SAVINGS AND HOLIDAY SAVINGS ACCOUNTS

**Variable Rate Information.** This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to Our Account Disclosure Rate Supplement, which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$1.00.

### SPECIFIC TERMS APPLICABLE TO YOUR CHECKING ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

## ACCOUNT DISCLOSURES (continued)

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$20.00.

**Sub-Accounts.** This Account consists of a transaction sub-account and a savings sub-account. Funds will reside in the savings sub account until such time as they are required to pay debits, at which time they will be transferred to the transaction sub-account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR DFCUPERKS ACCOUNT

**Dividend Information.** No dividends are paid on this Account.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$20.00.

**Sub-Accounts.** This Account consists of a transaction sub-account and a savings sub-account. Funds will reside in the savings sub account until such time as they are required to pay debits, at which time they will be transferred to the transaction sub-account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR INTEREST CHECKING PLUS ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our Account Disclosure Rate Supplement, which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$20.00. You must maintain an aggregate minimum average daily balance of \$10,000.00 (Savings, Checking, DFCUPerks, Interest Checking Plus, DFCUPerks Plus, IMMA or share certificates combined) to avoid a monthly fee.

**Sub-Accounts.** This Account consists of a transaction sub-account and a savings sub-account. Funds will reside in the savings sub account until such time as they are required to pay debits, at which time they will be transferred to the transaction sub-account.

**Transaction Limitations.** No transaction limitations apply to this Account.

### SPECIFIC TERMS APPLICABLE TO YOUR DFCUPERKS PLUS ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our Account Disclosure Rate Supplement, which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$20.00. You must maintain an aggregate minimum average daily balance of \$10,000.00 (Savings, Checking, DFCUPerks, Interest Checking Plus, DFCUPerks Plus, IMMA or share certificates combined) to avoid a monthly fee.

**Sub-Accounts.** This Account consists of a transaction sub-account and a savings subaccount. Funds will reside in the savings sub account until such time as they are required to pay debits, at which time they will be transferred to the transaction sub-account.

**Transaction Limitations.** No transaction limitations apply to this Account

### SPECIFIC TERMS APPLICABLE TO YOUR INSURED MONEY MARKET ACCOUNT

**Tiered Variable Rate Information.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to Our Account Disclosure Rate Supplement, which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open this Account is \$2,500.00.

### SPECIFIC TERMS APPLICABLE TO YOUR IRA SAVINGS ACCOUNT

**Variable Rate Information.** This Account is subject to a Variable Rate. For the dividend rate and corresponding APY, refer to Our Account Disclosure Rate Supplement, which We have included with and made a part of this disclosure.

**Transaction Limitations.** Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

### SPECIFIC TERMS APPLICABLE TO YOUR SHARE CERTIFICATE AND IRA SHARE CERTIFICATE ACCOUNTS

**Fixed Rate Information.** This Account is subject to a Fixed Rate. For the dividend rate and corresponding APY, refer to Our Account Disclosure Rate Supplement, which We have included with and made a part of this Disclosure.

**Minimum Balance Requirements.** The minimum balance required to open a Share Certificate Account varies according to the term of the Share Certificate. Refer to Our Account Disclosure Rate Supplement for the specific minimum balance requirements applicable to Your Account.

**Maturity Date.** Your Account will mature after the term indicated on Our Account Disclosure Rate Supplement, which We have included with and made a part of this Disclosure.

**Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the principal funds from Your Account before the maturity date. The penalty imposed will equal 90 days of dividends for Accounts with a term of one year or less and 180 days of dividends for Accounts with a term greater than one year. Your Account will be closed if, at any time, Your balance falls below the minimum balance required to open Your Account. Early withdrawal penalties will be waived for withdrawals incident to those related to the required minimum distribution rules for IRAs.

**Renewal Policies.** Your Account will renew automatically upon maturity. You will have a 10-calendar-day grace period following the maturity of Your Account during which You may make deposits to and withdrawals from Your Account without penalty.

**Transaction Limitations.** Once Your Account is established, You may not make any further deposits to Your Account. Individual Retirement Accounts are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**Minimum Balance Requirements.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in an Account drops below one share (\$5.00) for a period of six months or more, We may, at Our option, close Your Account(s).

**Insufficient Funds Returns.** Any Check or pre-authorized transfer, or transaction made through the use of Your ATM or Debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for insufficient funds or We may honor any such item and charge You a fee for doing so.

**Overdraft Balance Calculation.** When processing transactions that debit or credit Your Account, We start each business day with Your final Account balance from the preceding business day. The final balance takes into account all of the debit and credit transactions that were settled that business day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a business day (the preceding business day's final balance) is sometimes referred to as Your "current balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your current balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), EFT debits that We have authorized but which have not been settled, and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance at the time the transaction occurred or is authorized. To determine Your available balance, We also subtract all of the pending debit transactions and any check or management holds on Your Account. This determines the available balance for overdraft purposes. Each debit transaction

## ACCOUNT DISCLOSURES (continued)

that We process that results in a negative available balance in Your Account is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for insufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

**Variable Rate Information.** For all dividend-bearing Variable Rate Accounts, the dividend rate and APY may change at any time based on the determination of the Credit Union's management.

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

**Withdrawal of Dividends Prior to Maturity.** For all Share Certificate Account types, the Annual Percentage Yield assumes that dividends remain on deposit until maturity. A withdrawal will reduce earnings.

**Additional Transaction Limitations.** For all Accounts (except checking Accounts) during any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to restrictions and/or closure by the Credit Union.

Withdrawals made from Your Account without advance notice are limited to \$1,000.00 from branch drive-up locations and \$5,000.00 directly from a Credit Union teller.

**Compounding and Crediting.** For all dividend-bearing Accounts, dividends will be earned daily. The dividend period, compounding frequency and the crediting frequency for all accounts are shown in the following table:

Account Type	Dividend Period	Compounding Frequency	Crediting Frequency
Savings	Monthly	Monthly	Monthly
Special Savings	Monthly	Monthly	Monthly
Holiday Savings	Monthly	Monthly	Monthly
Checking	N/A	N/A	N/A
DFCUPerks	N/A	N/A	N/A
DFCUPerks Plus	Monthly	Monthly	Monthly
Interest Checking Plus	Monthly	Monthly	Monthly
Insured Money Market	Monthly	Monthly	Monthly
IRA Savings	Monthly	Monthly	Monthly
Share Certificate	Quarterly	Quarterly	Monthly or Quarterly (1)
IRA Share Certificate	Quarterly	Quarterly	Monthly or Quarterly (2)

For Certificates Over \$2,500.00 (1) You may elect to have dividends credited monthly or quarterly to Your savings or checking Account.

For Certificates Over \$1,000.00 (2) You may elect to have dividends credited monthly or quarterly to Your IRA Savings Account.

**Balance Computation Method.** For all dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the daily balance in Your Account for each day of the period.

**Accrual on Noncash Deposits.** For dividend-bearing Accounts, dividends will begin to accrue on the business day that You deposit noncash items (e.g. checks) into Your Account.

**Other Fees and Charges.** Any fees and charges applicable to Your Account are disclosed separately in the "Fee Schedule" provided in conjunction with these Agreements And Disclosures.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS AT DFCU FINANCIAL. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

**General Policy.** Our general policy is to delay the availability of funds from Your deposits. Cash deposits, deposits consisting of checks drawn on DFCU Financial and Electronic direct deposits will be available on the same day of deposit. Once they are available, You can withdraw the funds and We will use the funds to pay checks that You have written. A deposit is considered received when it is accepted at a DFCU Financial office or locations accepting deposits for Us, with all endorsement guidelines met, and the transaction is posted to Your Account. For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

Except for deposits received at ATMs, 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 after closing or on a day that We are not open, We will consider the deposit made on the next business day We are open.

For deposits received at ATMs, if You make a deposit before 3:00 p.m. 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 after 3:00 p.m. or on a day that We are not open, We will consider the deposit made on the next business day We are open.

**Reservation of Right to Hold.** In some cases, We will not make the funds You deposit by check available to You until the second business day after We receive Your deposit. However, for checking Accounts, the first \$225.00 of Your deposit will be available on the first business day following the day of Your deposit. The length of any hold placed on a deposit is counted in business days from the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment. Locations accepting deposits for Us will not accept negotiable instruments for deposit into any accounts that are subject to collection or special conditions and the funds from such deposits made at DFCU Financial locations will not be credited to Your Account until they are negotiated by the financial institution on which they were drawn. If We are not going to make all the funds from Your deposit available on the same business day, We will notify You at the time You make Your deposit. We will also tell You when the funds will be available. If Your deposit is not made directly to one of Our employees, or if We decided to take this action after You have left the premises, We will mail You the notice by the next business day after We receive Your deposit. If You will need the funds from a deposit right away, You should ask Us when the funds will be available. Any request for payment against funds on which a hold has been placed will be returned unpaid.

**Other Check Deposits.** The first \$225.00 from a deposit of other checks will be available on the first business day after the day of Your deposit. The remaining funds

will be available on the second business day after the day of Your deposit. For example, if You deposit a check of \$700.00 on a Monday, \$225.00 of the deposit is available on Tuesday. The remaining \$475.00 is available on Wednesday.

**ATM Deposits.** Up to the first \$225.00 of deposits made at ATMs accepting deposits for DFCU Financial will be available for withdrawal on the first business day following the day of Your deposit. For deposits made at ATMs owned and operated by DFCU Financial, the remainder of any such deposit(s) subject to delayed availability will become available for withdrawal on the second business day after the day of deposit. For deposits made at ATMs not owned and operated by DFCU Financial, the remainder of any such deposit(s) subject to delayed availability will become available for withdrawal on the fifth business day after the day of deposit.

**Longer Delays May Apply.** We may delay Your ability to withdraw funds deposited by check into Your Account an additional number of days for the following reasons:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You deposit 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 7th business day after the day of Your deposit.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind the address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Special Rules for New Accounts.** If You are a new member, the following special rules will apply during the first 30 calendar days Your Account is open. Funds from electronic direct deposits to Your Account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, and federal, state, and local

## FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

government checks will be available on the next 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 \$5,525.00 will not be available until the second 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. Further delays may apply.

**Dividend Payment Policy.** See the Account Disclosures section in this brochure for Our policy on the payment of dividends.

**Cash Withdrawal Limits.** Daily cash withdrawals without advance notice from You are limited to \$1,000.00 from branch drive-up locations and \$5,000.00 directly from a Credit Union teller.

### WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

1. This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).
2. We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.
3. The party(ies) named on Your Account are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated by You.
4. Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.
5. We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.
6. If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.
7. You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.
8. You agree to re-execute this Agreement or to execute a new agreement if changes are necessary.
9. You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement plus any related fees when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.
10. You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us. You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.
11. You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named on Your Account shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named on Your Account for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.
12. We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named on Your Account. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.
13. We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use The funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.
14. You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.
15. We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.
16. We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in

**WIRE TRANSFER AGREEMENT (continued)**

effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

- 17. This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this

Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

- 18. We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.
- 19. If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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**FACTS**

**WHAT DOES DFCU FINANCIAL DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	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.
<b>What?</b>	The types of personal information We collect and share depend on the product or service You have with Us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their members' personal information, the reasons DFCU Financial chooses to share; and whether You can limit this sharing.

Reasons We can share Your personal information	Does the Credit Union 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>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>NO</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>
<b>For Our affiliates to market to You</b>	<b>NO</b>	<b>WE DON'T SHARE</b>
<b>For Our non-affiliates to market to You</b>	<b>NO</b>	<b>WE DON'T SHARE</b>

**Questions?** Call 313.336.2700 or 888.336.2700 or write to Us at: P.O. Box 6048, Dearborn, MI 48121

<b>What We do</b>	
<b>How does DFCU Financial 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 DFCU Financial collect my personal information?</b>	We collect Your personal information, for example, when You <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> We also collect Your personal information from others, such as credit bureaus, affiliates, or others.
<b>Why can't I limit all sharing?</b>	Federal law gives You the right to limit only <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 non-affiliates to market to You</li> </ul> State laws and individual companies may give You additional rights to limit sharing.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <i>DFCU Financial does not share with Our affiliates.</i>
<b>Non-Affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>DFCU Financial does not share with non-affiliates so they can market to You.</i>
<b>Joint Marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to You. <i>Our joint marketing partners include categories of companies, such as:</i></p> <ul style="list-style-type: none"> <li>• <i>financial service providers</i></li> <li>• <i>insurance companies</i></li> </ul>