

Est. 1949

Washtenaw

FEDERAL CREDIT UNION

www.washtenawfcu.org

Account Information for our Members

Terms and Conditions Electronic Transfers Funds Availability Truth in Savings

WELCOME TO THE WASHTENAW FEDERAL CREDIT UNION

Thank you for becoming a member of Washtenaw Federal Credit Union. Please keep this Truth in Savings Disclosure and Agreements Disclosure for your permanent records. This disclosure, Fee Schedule, and your Membership Application contain all the terms and conditions affecting your Credit Union accounts. Certain products or services will contain additional language on their respective signature cards and/or disclosures.

By signing the Membership Application you acknowledge that you understand and agree to these terms and conditions as well as any amendments we may make to them from time to time. The Credit Union has the right to amend, modify, add to or delete from this agreement any of its terms and conditions by mailing a notice to the current address of record of the primary owner of this account.

There may be additional accounts and services the Credit Union offers that are not included in this Disclosure. Please contact the Credit Union if you need another type of account or service, and the Credit Union will be happy to help you.

In this Truth In Savings Disclosure, the words "you," "your," and "yours" refer to you, the member, and anyone who signs a Membership Application or share certificate whether as an owner of an account or a borrower on a loan account. The words "we," "our," "us," "Credit Union," and "WFCU" mean Washtenaw Federal Credit Union.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Federal law requires all financial institutions to help the government fight the funding of terrorism and money laundering activities by obtaining, verifying, and recording information that identifies each person who opens an account. To comply, we ask for your name, address, date of birth and other information that will allow us to identify you when you open an account. We also will ask to see your driver's license or other identifying documents. Your membership with Washtenaw Federal Credit Union (WFCU) is conditional pending our verification of your identity pursuant to Section 326 of the USA Patriot Act within 30 days of opening your account. If we cannot verify your identity, your account will be closed and you will not become a member of WFCU.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

1. If there is more than one owner on any account, all agree with each other and with the Credit Union that all sums paid in or hereafter deposited to all accounts by any one or all account owners including all dividends thereon, if any, are and shall be owned by all account owners jointly and equally, regardless of contributor, with a right of survivorship, and shall be subject to withdrawal or receipt by any of the account owners or the survivor(s) of any of the account owners.

You agree that any such payment shall be valid and shall discharge the Credit Union from any liability. The Credit Union is not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions. You must be a member in good standing to maintain any account.

2. The right of survivorship arising from the express terms of a joint account agreement with the Credit Union cannot be changed by a will.

3. If you have listed a beneficiary (ies), you understand that, upon the death of both the primary and all joint owner(s) of the account, all sums shall be payable to your designated beneficiary(ies). If there is more than one beneficiary named, the sums shall be paid to each in equal shares to those beneficiary(ies) surviving the deaths of all account owners.

4. If you have a custodial account, the transferor / custodian / Representative Payee is opening the account as custodian for the individual named on the signature card or share certificate under the Uniform Transfers to Minors Act, instructions or signed orders from the court or to comply with State or Federal Law. The deposit/transfer of money to the individual named on the signature card or share certificate, which deposit/transfer shall be deemed to include all dividends and any future additions thereto, is irrevocable.

5. If you have a sole proprietorship account, you affirm that you are the sole proprietor of the sole proprietorship named on the signature card or share certificate. We may accept and/or endorse checks made payable to you or the sole proprietorship named on the signature card or share certificate, which we receive, for deposit. Funds received are subject to the Credit Union's policy on Delayed Availability of Deposited Funds.

6. If you have a corporate, partnership, limited liability company or unincorporated association account, the persons named on the signature card or share certificate duly authorized to make certification, certify that at a

regularly held meeting the person(s) named were elected or appointed officers/managers (LLC) of said corporation, LLC or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in you by the constitution, bylaws or otherwise, any one (1) of the signatures, as named on the signature card or share certificate, is authorized and empowered to transact business of any character whatsoever in connection with the account. You certify that the signature(s) appearing on the signature card or share certificate are the genuine signature(s) of said authorized person(s), and that your authority shall continue in force until written notice to the contrary is received by us.

7. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.

8. You acknowledge and agree that, except as otherwise provided by law, the Statutory Lien provision of the Federal Credit Union Act grants the Credit Union the right of "Statutory Lien." The Statutory Lien granted by section 107(11) of the Federal Credit Union Act 12 U.S. C. 1757(11) establishes the right in, or claim to, any and all of your shares and dividends equal to the amount of your outstanding financial obligations to the Credit Union, as that amount varies from time to time. This gives the Credit Union the right to impress and enforce a lien. The Credit Union can, without notice, debit funds in any of your share accounts and apply those funds to any outstanding obligation of yours, or any one of the joint account owners. This obligation is not limited to an outstanding loan but to all obligations of yours to the Credit Union.

9. You understand and agree that any or all of the account owners may pledge any or all of the shares on deposit in this account as collateral for any loan(s), subject to current Credit Union policy.

10. This account is NOT TRANSFERABLE, except on the records of this Credit Union.

11. The Credit Union is not responsible for items lost while not in its possession. We are not responsible for transactions by mail or outside depository until we actually post them.

12. The Credit Union may pay out funds or transact business pertaining to this account upon the request of any of the parties whose signature appears on the Membership Application currently on file with the Credit Union. Any payment made in good faith reliance on the terms and conditions pertaining to the type of ownership selected by you shall be valid and shall discharge the Credit Union from liability.

13. We may endorse and/or collect items deposited to your account without your endorsement(s), but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item, which bears the endorsement(s) of person(s) who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsement(s) be guaranteed by another financial institution acceptable to us before we accept the item.

14. Periodic Statements paper or electronic shall be provided by the Credit Union to the primary owner of the account.

15. You or the Credit Union may terminate your account(s) at any time; however, your authority to us may not be terminated by you except by written notice to us. Such termination shall not affect transactions completed prior to receipt of said notice. If there is more than one owner of the account, the Credit Union may, at its sole option, require the signatures of all owners of the Account(s) to terminate the account.

16. Ownership of the account will be established by the most recent Membership Application (signature card) or other approved document(s) evidencing such accounts that we have on file for you. A different form of ownership may be established by executing a new Membership Application. If ownership or the right to make withdrawals from your account becomes in dispute for any reason, we may, in our discretion, refuse payment of the balance in the account until the dispute is settled. Additions or deletions of joint owners will require authorization of the existing owner(s).

17. You agree that we will not be responsible to you for any damages you may incur in the event you deposit an item with us which is later returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by a prior endorser.

18. If we are served with a restraining order, garnishment, writ of execution or attachment, tax levy or other legal process with which we must by law comply, we will, to the extent permitted by law, notify you accordingly.

19. Except as governed by Federal Law, Michigan law governs this Disclosure and Agreements Disclosure.

20. It is Credit Union policy that so long as you have an outstanding loan balance(s) you may not close your primary account.

21. Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations, which affect your account and membership. You may obtain a copy of the bylaws on request.

22. You must establish and maintain at least one share (\$5.00) in a Primary Share/Savings Account as a condition of membership.

23. You agree to pay reasonable attorney's fees (even if litigation has not commenced) and court costs in the event that we must take legal action to enforce any of the terms and conditions of this Disclosure.

24. Credit Union Membership is contingent on a completed membership application and an initial deposit of at least \$5 (the par value of one voting share).

25. You also agree to allow WFCU to make any inquiries that WFCU considers appropriate to evaluate accounts. This may include ordering a credit report.

26. Dividends on all dividend-bearing accounts may begin to accrue date of first deposit.

27. The Credit Union reserves the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of such intent not less than 7 days and up to 60 days before such withdrawal.

28. The Credit Union reserves the right to require two business days prior notice to cash withdrawals over \$5,000.00. This time period may be needed to ensure availability of cash to all members.

29. No member may withdraw funds that are pledged as required on security on loans without the written approval of authorized Credit Union personnel, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any funds below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written authorization of the Credit Union.

30. Dividends will begin to accrue no later than the business day we receive provisional credit for deposit of non-cash items (e.g., checks) to your account.

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

32. In most cases the Credit Union is required to report any dividend payments totaling \$10 or more during the year to the Internal Revenue Service, the State of Michigan and to you. If you do not provide the Credit Union with a correct taxpayer identification number or a certificate of foreign status, the IRS requires the Credit Union to withhold 28% of the dividends credited to your account and send those funds to the IRS. This (back-up withholding) percentage is dictated by the IRS and is subject to change by them.

SHARE ACCOUNT (Savings Account)

In addition to the General Terms and Conditions, the following terms and conditions apply:

The dividend rate and the annual percentage yield on the Share Account at the time of account opening are stated at the end of this disclosure and are published in the current Members Minutes and posted on our Web-Site, www.washtenawfcu.org. The dividend rate and annual percentage yield may change at any time based on the determination of the Credit Union Board of Directors. Current rates may be obtained by phoning WFCU or by visiting our web site at www.washtenawfcu.org.

Dividends are earned daily and paid and compounded quarterly. Dividends are paid as of the last day of the quarter in which they are earned and posted the first day of the following quarter. If you close your account before dividends are credited, you will not receive accrued dividends.

The Share/Savings account is not intended to be a transaction account.

Other fees that may apply to this account are detailed in the most recent WFCU Fee Schedule accompanying this Disclosure.

SHARE DRAFT (CHECKING) ACCOUNT

In addition to the General Terms and Conditions, the following terms and conditions apply:

Currently Share Draft/Checking Accounts do not earn dividends.

Minimum daily balance requirements to avoid a monthly service fee are noted in the specific portion of this disclosure that is reflective of Share Draft/Checking Account Packages for which you've enrolled.

General Share Draft/Checking conditions:

1. If you have a Share Draft/Checking account with us, you authorize the Credit Union to recognize any of the signatures subscribed on your Share Draft/Checking Membership Application in the payment of funds or the transaction of any business for the account.
2. You authorize us to obtain credit reports, as we deem necessary, in connection with transactions performed in your account. You also authorize us to furnish information concerning your accounts with us to credit reporting agencies.
3. You authorize us to pay checks signed by you. The payment(s) will be charged against your account.
4. We may, without liability, accept, pay and charge checks to the account in any order convenient to us. Your death, incompetence or organizational dissolution shall not revoke our authority to accept, pay or collect a check, or to account for proceeds of its collection, until we know of the fact of your death or adjudication of incompetence, and have reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death or incapacity or organizational dissolution pay checks drawn on or prior to that date, unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We are under no obligation to accept such stop payment order. Joint holders of the account agree to notify the Credit Union of the death or incapacity of any individual on this account, or the dissolution of any organization that is an account holder.
5. We may at our discretion, but are not obligated to, pay funds from this account:
 - a) When such payment would draw the account below the minimum balance as established by the Credit Union;
 - b) If drawn by means not previously recognized by us;
6. Except for negligence, we are not liable for any action we take regarding the payment or nonpayment of a check. In the event of wrongful dishonor, which occurs by mistake or good faith error, liability shall be limited to actual damages.
7. If the Credit Union has paid a check, which should have been dishonored, then the Credit Union may exercise all of its rights and remedies against any person, including you, which are necessary to recover any loss we have suffered.
8. The Credit Union shall not be liable for honoring or failing to honor a postdated or conditionally endorsed check. We are under no obligation to hold a postdated check. We reserve the right to process every item presented as if dated the same date received by us.
9. You may order a stop payment on any check written against your account, provided such request is timely and affords us a reasonable opportunity to act upon it. We may accept this order orally, but if it is not confirmed in writing or done on Net Branch, it is valid for fourteen (14) days only. Stop payment orders, including those made through Net Branch, are valid for six (6) months. You have the responsibility of establishing the fact and amount of loss resulting from any payment made contrary to a stop payment order. A release of the stop payment request must be made in writing and signed by the person who initiated the stop payment order.
10. The primary owner will receive a statement of account describing all the activity on your checking account for the period covered by that statement. Upon receipt, you must exercise all due care and promptness in examining all statements and shall notify the Credit Union promptly, in writing, of any error. Any objection regarding any item shown on a statement is waived, unless made in writing to the Credit Union by the 60th day after the statement was generated.
11. You shall pay us, according to the schedule established by the Credit Union from time to time, all costs and charges incident to the checking account. We shall debit such charges against your checking account, except where there are insufficient funds available. In such cases those charges will be treated as overdrafts.
12. All non-cash payments shall be credited to your account in accordance with the terms of the current Check Hold Policy.
13. Checks remain the property of the Credit Union upon payment and are not returned to the account owner(s). Copies of the returned checks may be available upon request.
14. Only methods approved by the Credit Union may be used to withdraw funds from checking accounts.
15. If you write a check against unavailable funds, the Credit Union may return it unpaid and you may be charged a non-sufficient funds (NSF) charge as shown in

the WFCU Fee Schedule. If you have made previous arrangements for overdraft protection, the Credit Union will automatically transfer the needed funds from your account as per your stated request and/or your line of credit account to cover the overdraft(s), subject to availability of funds and Credit Union minimum balance requirements. Fees for such transfers are stated on the WFCU Fee Schedule.

If you do not have an overdraft protection plan or enough coverage in your overdraft protection plan to cover a check or pre-authorized debit, at our discretion, we will either return the item unpaid or pay it by overdrawing your account (Occasional Overdraft Protection). In either case, a fee will apply. The fees for this service are disclosed in the WFCU Fee Schedule. Whether we return or pay the item depends on a number of factors including the amount of the item and the past activity in your account. If we utilize Occasional Overdraft Protection to pay your account, you agree to repay us by making an immediate deposit that brings your account to a positive balance. If we pay an item by Occasional Overdraft Protection on one or more occasions, we are not obligated to continue paying any future NFS items. If you elect to opt out of Occasional Overdraft Protection, you need to contact the Credit Union, either by phone, mail, or visiting one of our branches.

16. If more than one person signs the Membership Application, you all agree between yourselves and the Credit Union that each of you appoints the other as agent and attorney in fact to overdraft any of your savings or loan accounts.

17. You or we may terminate this account at any time with written notice. In addition, the Credit Union may terminate this account at any time, with good cause without written notice. Good cause includes, but is not limited to, fraud, account manipulation including kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of float to our detriment, excessive overdrafts not covered by available funds in savings or in your line of credit, violations of agreements with this Credit Union or other abuses of this account. Any checks outstanding at the time of termination will not be paid by the Credit Union.

18. The Credit Union is not responsible for items lost while not in our possession.

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

20. This Agreement shall be construed in accordance with the applicable provisions of the UCC, and the term Credit Union, for the purpose of this Agreement, shall be deemed to be included in the definition of a bank as found therein.

MONEY MARKET CHECKING ACCOUNT

In addition to the General Terms and Conditions, the following terms and conditions apply: A minimum deposit of \$2,500 is required to open a Money Market Checking Account.

The dividend rate and the annual percentage yield on the Money Market Checking Account at the time of account opening are stated at the end of this disclosure and are published in the current Members Minutes and posted on our Web-Site, www.washtenawfcu.org. The dividend rate and annual percentage yield may change at any time based on the determination of the Credit Union Board of Directors. Current rates may be obtained by phoning WFCU or by visiting our web site at www.washtenawfcu.org.

Dividends are earned daily and paid and compounded monthly. Dividends are paid on the first day of the month following the month in which they are earned. If you close your account before dividends are credited, you will not receive accrued dividends.

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will be earned for each day at the rate corresponding to the balance tier as set forth by the Board of Directors at the last scheduled Board of Directors meeting. On a day when the average daily balance is less than \$2,500, no dividends will be earned.

You must maintain a minimum balance of \$2,500 in your account at the end of every day during the month to avoid the monthly service fee. The fee is disclosed in the WFCU Disclosure Fee Schedule accompanying this Disclosure. If at any time during the month your account balance falls below \$2,500, you will be charged the monthly service fee.

This is a tiered rate account. Withdrawals can be made at any time.

BONUS SHARE ACCOUNT

In addition to the General Terms and Conditions, the following terms and conditions apply: A minimum deposit of \$2,000 is required to open a Money Market Checking Account

The dividend rate and the annual percentage yield on the Bonus Share Account at the time of account opening are stated at the end of this disclosure and are published in the current Members Minutes and posted on our Web-Site, www.washtenawfcu.org. The dividend rate and annual percentage yield may change at any time based on the determination of the Credit Union Board of Directors. Current rates may be obtained by phoning WFCU or by visiting our web site at www.washtenawfcu.org.

Dividends are earned daily and paid and compounded quarterly. Dividends are paid as of the last day of the quarter in which they are earned and posted the first day of the following quarter. If you close your account before dividends are credited, you will not receive accrued dividends.

The Bonus Share account is not a transaction account.

The minimum amount you may withdraw is \$250.00 per withdrawal. No more than six withdrawals are allowed each month. You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party

Other fees that may apply to this account are detailed in the most recent WFCU Fee Schedule accompanying this Disclosure.

INDIVIDUAL RETIREMENT SHARE ACCOUNT (IRA)

In addition to the General Terms and Conditions, the following terms and conditions apply:

The dividend rate and the annual percentage yield on the Individual Retirement Account at the time of account opening are stated at the end of this disclosure and are published in the current Members Minutes and posted on our Web-Site, www.washtenawfcu.org. The dividend rate and annual percentage yield may change at any time based on the determination of the Credit Union Board of Directors. Current rates may be obtained by phoning WFCU or by visiting our web site at www.washtenawfcu.org.

Dividends are earned daily and paid and compounded quarterly. Dividends are paid as of the last day of the quarter in which they are earned and posted the first day of the following quarter. If you close your account before dividends are credited, you will not receive accrued dividends.

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

No transaction limits apply to your IRA account, however, certain federal and state penalties may apply if funds (including dividends earned on IRA funds) are withdrawn early. The maximum yearly contribution you may make to an IRA account is limited under the Internal Revenue Code.

Fees that may apply to this account are detailed in the most recent WFCU Disclosure Fee Schedule accompanying this Disclosure.

There is a \$50 minimum deposit required to open an Individual Retirement Share Account.

CLUB ACCOUNTS

In addition to the General Terms and Conditions, the following terms and conditions apply:

The dividend rate and the annual percentage yield on the Club Account at the time of account opening are stated at the end of this disclosure and are published in the current Members Minutes and posted on our Web-Site, www.washtenawfcu.org. The dividend rate and annual percentage yield may change at any time based on the determination of the Credit Union Board of Directors. Current rates may be obtained by phoning WFCU or by visiting our web site at www.washtenawfcu.org.

Dividends are earned daily and paid and compounded quarterly. Dividends are paid as of the last day of the quarter in which they are earned and posted the first day of the following quarter. If you close your account before dividends are credited, you will not receive accrued dividends.

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

There are no monthly service charges on a Club Account. Withdrawals from the Christmas Club Account are automatic on November 1st at which time all funds, including accrued dividends are transferred to the Prime Share/Savings account. Withdrawals on Vacation Clubs are permitted at any time.

There is no minimum deposit to open a Club Account.

Other fees that may apply to this account are detailed in the WFCU Disclosure Fee Schedule accompanying this Disclosure.

SHARE/IRA CERTIFICATE AGREEMENT

In addition to the General Terms and Conditions, the following terms and conditions apply:

Disclosures specific to Share/IRA Certificates are printed with and attached to the individual Share/IRA Certificate.

DELAYED AVAILABILITY OF FUNDS (CHECK HOLD POLICY)

The following discloses the member's ability to withdraw funds at Washtenaw Federal Credit Union. The terms contained in this section applies to all accounts with this Credit Union. At Branch locations: Our general policy is to offer same day availability of deposits. In some cases, we may delay your ability to withdraw funds beyond the day of deposit. At ATM Locations: general policy is to make funds available on the third business day after an ATM deposit is made; however, some deposits may not be available for immediate withdrawal.

Electronic direct deposits will be available on the day we receive the deposit. For determining the availability of your deposits, every day except Saturday, Sunday and a holiday is a business day. Your deposit will be considered received only on a day we are open for business. For example, if you make a deposit on a holiday, which falls on a Monday, the deposit will be considered received on Tuesday, the next day we are open for business. Any deposit made in person at one of our branches will be considered to be received and will be processed on the same business day.

You understand that even though we have made funds available to you, and you have withdrawn funds, you are still responsible for checks you deposit that are returned to us unpaid, as well as for any other problems that may involve your deposit.

If you have any questions, you may phone WFCU or visit our web site at www.washtenawfcu.org.

YOUR ABILITY TO WITHDRAW FUNDS (Revised 06/01/2011)

This policy statement applies to all accounts.

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

If you make a deposit at an ATM before 12:00 Noon 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 at an ATM after 12:00 Noon or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

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

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on Washtenaw Federal Credit Union.
- If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:
 - Cash.
 - State and local government checks that are payable to you.
 - Cashier's, certified, and teller's checks that are payable to you.
 - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.
- If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits

Funds from other check deposits will not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however will be made available on the first business day.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period, not to exceed seven days, under the following circumstances:

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

DEPOSITS AT NONPROPRIETARY AUTOMATED TELLER MACHINES (ATMs)

Funds from deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply to ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive them, along with deposits of cash, and wire transfers. Federal, state, local government and travelers' checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you. Funds from all other check deposits and ATM deposits will be available no later than the fifth (5th) business day after the day of your deposit.

SUBSTITUTE CHECK POLICY DISCLOSURE – YOUR RIGHTS

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at WFCU 424 S. Mansfield, Ypsilanti, MI 48197. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include--

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

DORMANT (Inactive) ACCOUNTS

If you have an account that you have not used for a period of twelve months (e.g., made a withdrawal from, deposit to, or transfer from or to) or otherwise expressed interest in with the Credit Union, (VISA, Mortgage, Loan) we may classify your account as a dormant account and may charge a dormant account service fee as allowed by applicable law and set forth on the most recent WFCU Fee Schedule. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement.

TERMS APPLICABLE TO ELECTRONIC FUND TRANSFERS (EFT)

This Electronic Fund Transfer Agreement and Disclosure (EFT Disclosure) governs the use of all Electronic Fund Transfers (EFT) and devices ("access device(s)"), you may use to access or move funds via an EFT. This Agreement and Disclosure sets forth the terms and conditions for EFT services and discloses your responsibilities and the responsibilities of Washtenaw Federal Credit Union with regard to EFTs. You understand that the Truth In Savings Disclosure and Agreements and rules and regulations applicable to your Share Account, Checking Account, ATM/VISA Check Card, Line of Credit, and any other account you have with us remain in effect and continue to be applicable, except as specifically modified by this EFT disclosure.

APPLICATION OF THIS EFT DISCLOSURE

This EFT Disclosure applies to any Electronic Funds Transfer made to or from your account (a) through the use of your ATM/VISA Check Card at any authorized Automated Teller Machine (ATM) or point of sale (POS) terminal, or (b) made through the use of your Personal Identification Number (PIN) in conjunction with your ATM/VISA Check Card or (c) through NetBranch, M.E.T.S., Web Pay, (d) through pre-authorized deposit of checks (for example Social Security check(s)), (e) through pre-authorized payments (for example, insurance premiums and mortgage payments), transactions at a POS termination whether or not an access device is used, (f) a check conversion to an EFT transaction such as when you provide a check to a merchant to capture the routing account and account numbers to initiate a transfer, whether the check is blank, partially completed, or fully completed and signed and regardless of whether the check is presented to the merchant or whether you or the merchant or the Credit Union retains the check, (g) other electronic access services, or (h) any transactions completed via Automated Clearing House (ACH). Additional EFT services may be made available to you by the Credit Union in the future. You will be notified regarding these services and provided with specific disclosure information for additional services as necessary or required by law.

DEFINITIONS

In this EFT Disclosure, the words "you," "your," and "yours" refer to the party causing the EFT. The words "we," "us," and "Credit Union" refer to Washtenaw Federal Credit Union. The word "Card" means the ATM/VISA Check Card issued to you by the Credit Union. The word "ATM" means automated teller machine. The word "EFT" means any electronic transfer of funds other than by check or other paper instrument that is through an electronic terminal such as a computer, an ATM, a telephone, magnetic tape or other communication device which instructs or authorizes a financial institution to debit or credit an account. The word "POS" means a point of sale which represents transactions that directly debit (withdraw funds from) your designated account, including your use of the ATM/VISA Check Card. The words password, "PIN" or "Access Code" mean a personal identification number or other code that enables you to effect transactions via an ATM, POS terminal, NetBranch, M.E.T.S. or Web Pay. "Access Device" refers to the Card or any password, PIN or Access Code.

AGREEMENT TO BE BOUND

Requesting, retaining, using or permitting another person to use your Card, PIN, Access Code, M.E.T.S., NetBranch or Web Pay services constitutes acceptance by you of all the terms and conditions set forth in this EFT Disclosure and binds you to all the rules and regulations governing the use of an ATM or the making of an EFT.

VERIFICATION

Any and all transactions are subject to verification. We are not responsible for delays in posting deposits due to improper identification on the deposit envelope.

DISCLOSURES APPLICABLE TO ATM/VISA CHECK CARD SERVICES OWNERSHIP OF CARD

The Card is the property of the Credit Union and you agree to surrender the Card to the Credit Union promptly upon demand or retrieval by an ATM.

TRANSACTION AUTHORIZATION

By using your Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide account balance information or to make withdrawals and transfers to and from your accounts with the Credit Union, in accordance with the instructions you give the ATM.

ACCESS TO ACCOUNTS

If you authorize us to issue a Card or PIN (or any other Access Device) to anyone else, or if you permit any person to use your Card or PIN or other Access Device, you authorize that person to withdraw funds from any account that can be accessed by the Card, PIN or Access Device, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the Card.

Use of the Card, your account number, the PIN or a combination of these is an order by you for the withdrawal of the amount of the transaction from your account and is authorization for the Credit Union to provide account balance information.

Each transaction using the Card will be charged against your account on the date the transaction is posted to your account.

Electronic access to your accounts will be suspended while any loan or VISA account with the credit union is delinquent.

MAKING ELECTRONIC FUND TRANSFERS

You agree to follow the instructions posted or otherwise authorized by us for use at any authorized ATM.

If the wrong PIN is entered three (3) times; the ATM may retain the ATM/VISA Check Card.

LIMITATION ON TRANSACTIONS

You may make cash withdrawals and purchases only to the extent that you have available funds in your account. You may use your ATM/VISA Check Card to obtain up to \$500 per day. The amount you can obtain from any individual machine is subject to the limitations placed on that machine by the operating institution.

"Banking day," means one 24-hour period from midnight to 11:59 p.m. PST. Available funds in your account as may be indicated at the time of a balance inquiry at an ATM terminal may not reflect any available authorized overdraft protection options on the account.

All EFT services may not be available at all ATMs. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

The WFCU Disclosure and Fee Schedule received with this Disclosure and Agreements Disclosure will contain a list of fees applicable to EFT transactions.

DEPOSITS

You MAY ONLY MAKE DEPOSITS to your accounts at ATM terminals authorized by the Credit Union. We will NOT BE RESPONSIBLE for any direct or incurred losses or the failure to credit any attempted deposits into any account made at an ATM terminal not authorized by the Credit Union to accept deposits. We will credit all deposits made at any authorized ATM provisionally, subject to verification and collection of the funds. Funds deposited by check are subject to hold periods in accordance with Credit Union policies not to exceed the maximum periods prescribed by applicable law. This may affect your ability to withdraw funds. Please refer to our Delayed Availability of Funds Policy.

RIGHT TO RECEIVE DOCUMENTATION

You will receive a receipt at the time you make any transaction at an ATM. Any new balance shown on the receipt:

1. Is your balance after the transaction has been completed;
2. May not include deposits still subject to verification or collection (funds placed on hold) by us;
3. May differ from your records because of deposits in progress, outstanding checks, or other withdrawals, payments or charges.

You may receive a receipt from the merchant or financial institution at the time you make a purchase or obtain cash. You should retain this receipt to compare with your statement from us.

You will receive a statement monthly for the account(s) that you have accessed using your Card. The statement will show the effective date that you initiated the transaction, the type of transaction, and the amount of the transaction.

ILLEGAL TRANSACTIONS

You are prohibited from using your Card, Card number or PIN for illegal transactions. You agree to indemnify the Credit Union for your use of the Card, Card number or PIN for illegal transactions. Such illegal transactions include, but are not limited to, any quasi-cash or Internet gambling, any electronic commerce transaction conducted over an open network or any betting or wagering. However, in the event a charge resulting from an illegal transaction is approved and processed, you will still be responsible for such charge.

CONFIDENTIALITY OF PIN

Your Card and your PIN will be mailed to you separately. You agree to hold your PIN in strict confidence, and you will notify the Credit Union immediately if the Card or PIN is lost or stolen.

LOST OR STOLEN CARD OR PIN

If you believe your Card or Pin has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (800) 472-3272, to report your lost or stolen Card or PIN, 24 hours per day. You may also write us at Washtenaw Federal Credit Union, 424 S. Mansfield Ypsilanti, MI 48197.

RENEWAL OF CARD

For your protection, your Card is issued with an expiration date. If your account is active and in good standing, upon expiration of your Card, we may issue you a renewal Card. We may not issue you a renewal Card if your account is not in good standing.

CHARGES

There is no charge to use your WFCU ATM or VISA Check Card at WFCU's ATMs. Please refer to the current Fees Schedule for any charges associated with your card or for using ATM machines not owned by us.

When you use an ATM not owned by us to perform a transaction or inquiry, the ATM operator may charge you a fee.

There may be a special charge for certain transactions performed at a point of Sale (POS) terminal or merchant. These charges are from the vendor or its financial institution. They are not charges of this Credit Union.

TRANSACTION LIMITATIONS WHEN USING A VISA CHECK CARD AS A VISA CARD

When you use your VISA Check Card at a Point-of-Sale terminal or to pay for goods or services at merchants and retailers who honor VISA Check cards, you may not exceed the available balance in your account in transactions per day.

You may receive a receipt from the merchant or financial institution at the time you make a purchase, obtain a cash advance, or transfer funds using your VISA Check Card.

We may debit or place a hold on your account for a transaction either on the day it is presented to us for payment, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant requests authorization for a transaction you want to conduct, we may place a hold on your account for the transaction amount, and the balance available to you may be reduced by the amount of the hold or the amount of any transaction posted to your account.

When you use your VISA Check Card at a merchant that settles in currency other than US dollars, the charges will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by a fee of 1% of the US dollar amount of the transaction. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date of the posting date.

You may not stop payment on a VISA Check Card transaction. In the event of a dispute with a merchant as to the quality, price, warranty of goods or services you pay for using your VISA Check Card, you will have to settle the dispute directly with the merchant and will indemnify us for any damages resulting from such dispute. If you do not fulfill the terms of this agreement, you will also indemnify us for any resulting damages.

SAFETY TIPS FOR USING THE ATM

Your Credit Union ATM/VISA Check Card is a valuable tool, and should be properly safeguarded. Please follow these few safety precautions to insure that no one may access your account without your permission.

1. Memorize your Personal Identification Number (PIN). Do NOT write your PIN on your ATM/VISA Check Card or leave it in your wallet or purse. Do not tell anyone else your PIN. If your ATM is lost or stolen, it cannot be used without your PIN.
2. Treat your ATM/VISA Check Card as if it were cash. Keep it in a safe place. If it is lost or stolen, or if you believe it has been or may be used without your permission, notify the Credit Union IMMEDIATELY, on any business day, during regular business hours or (800) 472-3272 after hours. Failure to do so can be costly to you.
3. When using an ATM at night, follow these basic safety precautions:
 - a) Make sure you are in a well-lighted area.
 - b) Have your card and transaction ready before you approach the ATM.
 - c) If someone in the area looks suspicious, use another ATM.
 - d) Stand between the ATM and anyone standing in line behind you so that they cannot see your transaction and PIN.
 - e) Put your card, money and receipts away before leaving the ATM.
 - f) Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area.

INFORMATION DISCLOSURE TO THIRD PARTIES

We may disclose information to third parties about your account or any transaction you engage in:

- a) When it is necessary for completing transactions;
- b) In order to verify the existence and condition of your account for a third party such as a merchant or credit bureau;
- c) In order to comply with a government agency or court order, subpoena or other legal documents;
- d) If you give us written permission;
- e) When it is necessary for activating additional services;
- f) In accordance with our privacy policy.

PERIODIC STATEMENTS

We will generate a statement of account for any month in which you use an authorized ATM, make use of M.E.T.S., NetBranch or other electronic access services for any of the following transactions: deposits, withdrawals, transfers and line of credit advances. You may receive a receipt at the time you make any transaction at an ATM or POS terminal.

In any case, we will generate a statement at least quarterly.

ACH TRANSACTIONS

This agreement is subject to Article 4A of the Uniform Commercial Code. The following terms and conditions apply to wire transfers and to certain Automated Clearing House (ACH) transactions:

- a) Funds transfers received by the Credit Union after 5:00 p.m. may be considered received on the following business day.
- b) The beneficiary of a wire transfer (the party to whom you are sending funds) is identified both by name and an identifying account number. If you provide an erroneous account number, funds may be transferred to the account of the party holding that number, even if the name is different, and you will be responsible for recovery of any funds sent to the wrong party.
- c) The financial institution to which a transfer is being sent is identified by name and a Routing/Transit (R/T) or other identifying number. If you provide the wrong number, funds may be sent to the wrong institution, and you will be responsible for recovery of such funds.
- d) Notice of the receipt of funds transfers will be contained in your regular statement.
- e) We bear no responsibility if the beneficiary does not receive funds transferred strictly according to your instructions. However, we will make every effort to trace the lost funds on your behalf.
- f) The interest rate applicable to the account to or from which a wire transfer is sent or received shall determine the interest rate applicable to the funds sent or received.
- g) No wire transfer will be carried out if one or more of your share or loan accounts are overdrawn or delinquent, even if the specified account has the funds for the wire.
- h) ACH payments received by the Credit Union are credited to your account provisionally, subject to actual collection of the funds. Any ACH transfer will be listed on an account holder's regular statement.
- g) Electronic Check Conversion is a process some businesses use to convert paper checks into electronic debits. To use this procedure, you sign an authorization slip that permits the business to process the instructions and information on your check into an electronic transfer. The information is then used to make a one-time electronic payment from your account. We may debit to your account immediately after the business enters the transaction, so to avoid an overdraft, you must have sufficient funds in your account to cover the amount. Since the check is not sent to us for processing, we do not have a copy of the check. You should retain the check for your records.
- i) The Credit Union may initiate debit/credit entries from/to your account payable to an ACCOUNT/DEPOSITORY INSTITUTION, in order to establish automatic transfer of funds, provided there are sufficient collected funds in your account to pay such ACH transactions upon presentation. You agree that our rights in respect to each ACH transaction shall be the same as if it were a draft/check signed personally by you. This authorization is to remain in full force and effect until we have received written notification from you of its termination in such time and in such manner as to afford the Credit Union and the DEPOSITORY INSTITUTION a reasonable opportunity to act on it. You agree that we shall be fully protected in honoring any such ACH transaction. If the transfer date falls on a weekend or holiday the deposit/payment may take place on the prior business day. You further agree that if any such ACH transaction is dishonored, whether with or without cause and whether intentionally or inadvertently, we shall have no liability whatsoever even though such dishonor results in the forfeiture of service or product. You acknowledge that the origination of ACH transactions to/from your account must comply with the provisions of United States law.

ADDITIONAL DISCLOSURE APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If you have requested a pre-authorized payment from your account such as payment of insurance premiums, mortgage payments, etc., the following provisions apply to you:

INITIAL AUTHORIZATION

You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the authorization.

NOTICE OF VARYING AMOUNTS

If your pre-authorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

PERIODIC STATEMENT

We will generate account statements monthly unless there are no transactions in a particular month. In any case we will generate account statements at least quarterly.

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

If you have authorized regular payments by electronic withdrawal from your account, you can stop any single payment by completing and signing our ACH Stop Payment Form three (3) business days or more before the payment date. The form is available on our web site, or you may phone us to fax or mail it to you. If you notify us orally of the stop payment, you must provide us with the signed stop payment request within 14 days of the oral notification; otherwise the oral notification will cease to be binding. Send the signed stop payment request to us at 424 S. Mansfield Ypsilanti, MI 48197. We will charge you a stop payment fee as shown in the Credit Union's Disclosure Fee Schedule accompanying this EFT Disclosure. Although the stop payment will apply only to a particular payment, if the payee resubmits the item, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the

pre-authorized payment has been terminated. You must provide us with a copy of the revocation and the ACH Dispute Form, Written Statement Under Penalty of Perjury appropriately completed and signed within 14 days of your oral notice to use otherwise the oral notice will cease to be binding.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

INSUFFICIENT FUNDS CHARGE

If your account does not have sufficient funds to cover your preauthorized payment, the request for payment may be returned to the third party and your account will be charged an insufficient funds fee as shown in the Credit Union's EFT Disclosure Fee. In the case that the Credit Union originated ACH payments, repeated unpaid returns from the non-Credit Union institution may lead to cancellation of the agreement that you signed with the Credit Union to pay or send funds elsewhere.

If you have arranged to have pre-authorized electronic deposits of your payroll deductions, pension checks, or other recurring payments (for example, Social Security payments), the following provisions apply to you.

PREAUTHORIZED CREDITS

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, that third party may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an agreement, you may phone us to verify whether or not the deposit has been made or visit our website at www.washtenawfcu.org and preview your account history through NetBranch.

If we direct deposit any amount in an account, which should have been returned to Federal Government for any reason, you authorize us to deduct the amount from the account and from any other account, you have with us.

RIGHT TO RECEIVE DOCUMENTATION OF PREAUTHORIZED PAYMENTS

You may receive copies of the preauthorized payment documentation from the third party being paid at the time of your initial authorization.

ADDITIONAL DISCLOSURES APPLICABLE TO M.E.T.S. (AUDIO RESPONSE) AND NetBranch (HOME BANKING)

If you requested and have been approved for the use of the Credit Union's M.E.T.S. and/or NetBranch, the following provisions apply to you.

1. M.E.T.S. allows you to use a touch-tone phone with an Access Code, and NetBranch allows you to use a computer, the Internet, and a password to access your accounts and perform various transactions and inquiries.
2. These services are available for your convenience 24 hours a day, seven days a week, with occasional minor interruptions for maintenance.

CONFIDENTIALITY OF PASSWORD AND ACCESS CODE

You agree to hold your password and Access Code in strict confidence and you agree to notify us immediately if either is lost or stolen or you become aware that it has been used without your permission. You understand and agree that if you disclose your password or Access Code to anyone that you have given him or her access to your accounts via M.E.T.S. and/or NetBranch and you are responsible for the transactions they conduct using your password or Access Code. If the wrong password or Access Code is entered three (3) times consecutively, you will be disconnected from the service as a security measure.

ONLINE E-MAIL COMMUNICATIONS

You can communicate with us via electronic mail (e-mail); however, you should e-mail us only general questions and not account information questions. WFCU employees will not include or request account numbers, passwords, or other private information through e-mail. You cannot request transactions stop payments, or report an unauthorized transaction via e-mail. For these and other types of sensitive transactions, please use NetBranch messaging and the secure forms within that service. You may also phone or mail us these requests.

When you agree in writing to receive eStatements and other communications, including legally required disclosures such as this EFT Disclosure or periodic statements from us in electronic form, you agree to print a paper copy of all such communications and retain them for your records. Any electronic message sent to you by us shall be considered as if sent by U.S. Mail, postage prepaid, and shall be considered received by you within three (3) days of the date sent by us.

ILLEGAL ACTIVITY

You agree not to use the NetBranch or M.E.T.S. or the Credit Union's web site for any illegal, fraudulent or improper activity including, without limitation, gambling, or linking of the Credit Union's web site to any other web site. If any Service Provider or we suspect that you may be engaged in or have engaged in a fraudulent, illegal or improper activity, your access to the Credit Union's electronic services may be suspended or terminated without advance notice. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

GOVERNING DOCUMENTS

Your use of NetBranch and M.E.T.S. is governed by this EFT Disclosure and any other agreements you have with us such as your account agreements, credit card agreements, and loan agreements. These other agreements are not modified by you using NetBranch or M.E.T.S.. When you log-on to NetBranch or access M.E.T.S. you may be required to acknowledge your agreement to additional terms and conditions applicable to these services. These additional terms will not modify this Disclosure or your other agreements with us.

INDEMNIFICATION

To the extent permitted by law, you agree to indemnify and hold harmless the Credit Union from and against any damage, loss, or liability of any kind which we incur including, without limitation, attorneys' fees and costs, that result directly or indirectly from your use of NetBranch.

YOUR OBLIGATION TO REVIEW RECORDS AND REPORT DISCREPANCIES

We do not provide you with a separate written confirmation for individual transfers or transactions conducted via NetBranch or M.E.T.S.. Confirmation is available through online information from the particular service (and for NetBranch you may be able to print a confirmation from your computer) and through your periodic statements that are mailed to you.

CHANGES TO NETBRANCH OR M.E.T.S.

We may limit services or transactions available on NetBranch or M.E.T.S. from time to time, in our discretion and without prior notice. We may make any changes or modifications to NETBRANCH or M.E.T.S., including expanding services or transactions available, and if you maintain your NetBranch or M.E.T.S. service after the effective date of the change, you confirm your agreement to the change and the expansion of services or transactions. We may, without notice, modify or discontinue your access to NetBranch or M.E.T.S.. We will provide you with advance notice for any changes as may be required by law.

DISCLOSURE OF YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS WITH YOUR ATM CARD, PERSONAL IDENTIFICATION NUMBER (PIN)

Tell us AT ONCE if you believe that your ATM Card, VISA Check Card Card(each a "Card") or an access code, password or Personal Identification Number (PIN) associated with either, with M.E.T.S. or NetBranch, or with any other electronic access service, has been lost, stolen or discovered by an unauthorized person or if you believe that someone may have used your Card or access code, password or PIN with your permission. Telephoning is the best way of keeping your controlling possible losses. Call us immediately, visit our web site at www.washtenawfcu.org or write us at Washtenaw Federal Credit Union, 424 S. Mansfield Ypsilanti, MI 48197. You may visit any Credit Union office to report the loss or theft.

For all EFT transactions, if you tell us within two business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows EFT transfers that you did not make and you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you authorize someone else to use your Card or PIN, you are responsible for all transactions, which that person initiates at any time, even if the amount of the transaction exceeds what you authorized.

EXCEPTION FOR CERTAIN VISA Check Card TRANSACTIONS

If there is an unauthorized use of your VISA Check Card, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

IN CASE OF ERROR OR QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFER

You may telephone us or contact us by visiting our website at www.washtenawfcu.org or write to us at Washtenaw Federal Credit Union, 424 S. Mansfield Ypsilanti, MI 48197 as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. You must notify us no later than sixty (60) days after we generate the FIRST statement on which the problem or error appeared.

When calling or writing to us, please provide the following information:

- a) Your name, your member number, your account number and any pertinent information pertaining to the error or question.
- b) Describe the error or transaction you are unsure about, and tell us clearly why you believe it is an error or why you need more information.
- c) The dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (20 business days in the case of errors involving accounts within 30 days of being opened) and we will correct any error promptly. If we need more time, we may take up to forty-five (45) days (90 days in the case of errors involving new accounts, point of sale debit transactions or transfers initiated outside the United States) to investigate your complaint or question.

In those cases when we need more time to investigate, we may credit your account within ten (10) business days (20 business days in the case of errors involving new accounts) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

If you tell us orally and we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

DISCLOSURE OF OUR LIABILITY FOR FAILURE TO COMPLETE EFT TRANSACTIONS

If we do not properly complete a transfer to or from your account(s) on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- a) If through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction;
- b) If your account is frozen because of a court order or similar reason;
- c) If the ATM or other electronic fund transfer system does not have enough cash;
- d) If the ATM or other electronic fund transfer system was not working properly and you knew about the breakdown when you started the transaction;
- e) If the transaction would exceed your line of credit account;
- f) If your ATM/VISA Check Card, or PIN has been reported lost or stolen and we have blocked the account;
- g) If circumstances beyond our control prevent the transaction, despite reasonable precautions we may have taken;
- h) If your ATM/VISA Check Card has expired, is damaged so that the machine cannot read the encoding strip, is inactive due to non-use or because your PIN has been repeatedly entered incorrectly;
- i) If your ATM/VISA Check Card is retained by an ATM;
- j) If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account;
- k) You fail to follow proper M.E.T.S., NetBranch, or other electronic access services procedures for completing a transaction;
- l) If we receive incorrect or incomplete information from a government agency, an automated clearing house, or any other parties or entity;
- m) If the Credit Union has established additional exceptions (with appropriate notice to you).

TERMINATION OF ELECTRONIC SERVICES

The Credit Union may terminate your rights to use authorized ATMs or to make electronic fund transfers at any time upon written notice to you. In the event that you breach the terms and conditions of any account agreement, we reserve the right to terminate electronic services immediately without notice. We may amend the terms of this Disclosure at any time and we will give you twenty-one (21) days written notice of any amendments that would result in a greater cost or liability or fewer services to you unless an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. You may request termination of any electronic service in writing and by actually discontinuing use of the service. Termination by any one account owner is binding on all account owners and we are not required to notify the other account owners of termination. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers or transactions prior to termination.

DISCLOSURE CONTROLS

Both you and the Credit Union will be bound by this Disclosure. If there is a conflict between this Disclosure and something said by one of our employees, you agree that this Disclosure controls.

FOREIGN TRANSACTIONS

Transaction in foreign currencies will be converted (as appropriate) into U.S. dollar equivalent as of the date of the foreign transaction.

OTHER AGREEMENTS

All agreements applicable to your various accounts, certificates, loan relationships or Bill Payment Services with the Credit Union shall be applicable to all transactions initiated by the Card or PIN or access code, except that if any such account is an account requiring two or more signatures, all signature requirements are hereby waived by you and any other parties may withdraw funds in connection with a transaction initiated by the use of the Card and PIN and each party agrees to be bound by the transaction.

Collections

You agree that the Credit Union shall be entitled to recover any money owed by you as a result of your use of the ATM/VISA Check Card, and EFT services, and you agree to repay any withdrawals, which create an overdrawn balance on demand. The Credit Union has a security interest in your present and future shares or deposits and has the right to apply shares or deposits to any money you owe. If any legal action is required to enforce any provision of this Truth In Savings Disclosure and Agreements or EFT Disclosure or to recover money owed by you, you agree to pay all costs, including collections costs, attorney's fees, court costs and any other charges incurred.

If you do not agree with the terms of this Truth In Savings Disclosure and Agreements and EFT Disclosure, do not use the EFT services and, destroy your ATM/VISA Check Card immediately by cutting it in half and returning it to us at 424 S. Mansfield Ypsilanti, MI 48197.

Washtenaw Federal Credit Union
424 S.Mansfield
Ypsilanti, MI 48197
734-484-5100

