



ACCOUNT AGREEMENT AND TRUTH IN SAVINGS DISCLOSURE

Effective July 1, 2020

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT AND DISCLOSURES

In this Agreement, the words "we", "our", "Credit Union" and "us" mean Advia Credit Union and the words "you" and "your" refers to anyone who signs the Signature Card ("Card"). The word "account" means any one or more share or other accounts at the Credit Union. This Agreement covers the member's and owners' and the Credit Union's rights and responsibilities concerning accounts offered by the Credit Union. This document, along with any other documents we provide you pertaining to your account(s), is a contract that establishes terms which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account(s) with us, you agree to these terms. This Agreement also includes certain disclosures required under the National Credit Union Administration, Consumer Financial Protection Bureau and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Michigan Electronic Funds Transfer Act, the Funds Availability Act (Regulation CC), the Reserve Requirements of Depository Institutions (Regulation D), the Privacy of Consumer Financial Information (Regulation P), the Fair Credit Reporting Act (Regulation V), the National Credit Union Administration (NCUA) Rules and Regulations Part 707 (Truth-In-Savings Act), Part 717 (Fair Credit Reporting) and Part 748 (Safeguarding Member Information), and Uniform Commercial Code Article 4A.

Arbitration and Class Action Waiver

Please note that this Agreement contains a binding Arbitration and Class Action Waiver provision which affects your rights with respect to any claims or disputes by or against Advia Credit Union. Please closely review the Arbitration and Class Action Waiver section of this Agreement. You may opt out by following the specified process.

Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges (the "Service Charges") that we impose. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including to the extent permitted by law, our reasonable attorneys' fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement.

Deposits

Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cutoff time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. If this account earns dividends, we are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. Unless otherwise agreed, you waive any right to receive any original item after it is paid.

Funds Availability, Non-Transaction Accounts

If you make a non-cash deposit into any share account other than a Checking Account, that money may not be available to you right away. We will advise you when such funds will be available at the time you make such a deposit. A minimum hold of at least two (2) days will apply to any personal check presented and accepted for deposit by one of our employees within the first thirty (30) days an account, other than a Checking Account, is opened. We reserve the right to shorten or extend all such holds for a reasonable period of time at our discretion. If you make a deposit by authorizing us to receive funds from another account (for example, from a savings account at another credit union or bank), that deposit will not be available, nor will it earn dividends, until we actually receive the funds. Refer to the section below entitled YOUR ABILITY TO WITHDRAW FUNDS for information regarding the availability of funds deposited into Checking Accounts.

Withdrawals

Unless clearly indicated otherwise on the account records, any of you, who signs in the space designated for signatures on the signature card, including any agents, may withdraw or transfer all or any part of the account balance at any time, subject to any restrictions provided herein, on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each person signing on the signature card to endorse any item payable to you or your order to deposit to the account or any other transaction with us. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close the account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the

frequency limitations. We reserve the right to, at any time, require not less than seven (7) days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other Savings Account as defined by Regulation D. The maximum cash back withdrawal limit within any Advia Credit Union branch lobby and drive-thru is \$1,000 and \$500, respectively. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See the Early Withdrawal Penalties in the Truth-In-Savings disclosures below.

Requirements for Depositing Funds

You may deposit funds into any account using any approved method consistent with the conditions set forth by Advia Credit Union's Truth-in-Savings Disclosure.

Deposits; Endorsements

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

Collection of Items

So long as we exercised reasonable care, we are not liable for handling items for deposit or collections, as we serve only as your agent. We do not claim responsibility for a deposit made by mail or at an Automated Teller Machine until the item is in our possession. We are not liable for any mishandling of any item by another party or its loss in transit. Each separate party will only be liable for its own negligence. We reserve the right to send any item for collection. Items drawn on an institution not located in the United States are exclusively processed on a collection basis. You forgo the right to any notice of nonpayment, presentment, protest, or dishonor regarding the items we buy or acquire for credit or collection to your account.

Understanding Your Account Balances

Your account has two kinds of balances: the actual balance and the available balance. We use the available balance to determine whether a transaction will overdraw your account, be returned, or declined and for determining when an overdraft (Courtesy Pay) or NSF (Returned Item) fee will be imposed. Your actual balance reflects transactions that have posted to your account but not transactions that have been authorized and are pending. Your available balance represents your actual balance minus any holds on your account, such as debit card transactions that have been authorized but are pending final settlement or holds for checks you

have deposited. We may determine the available balance in your account for the purpose of deciding whether to return an item for insufficient funds or pay an overdraft at any time between the times we receive the item and when we return or pay the item. We need only make one determination, but if we choose to make a subsequent determination, the available balance at the subsequent time will determine whether there are sufficient available funds. This is important as certain transactions, including debit card transactions, may be authorized for payment (via an authorization hold); however, those transactions may still result in an overdraft if the transaction exceeds the account's available balance when the transaction posts to the account. The fact that an authorization hold was placed on your available balance does not mean the funds are set aside and made available to pay the specific transaction authorized. Rather, the hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and, thus, are obligated to pay the transaction when posted. You are responsible for ensuring your available balance is sufficient to cover all of your transactions. You can review your actual and available balances when you review your account online, at an ATM, by phone, by mobile application, or at a branch. For additional information on your available balance, please review the Courtesy Pay Overdraft Protection and Your Account program description and contact us if you have any questions.

Payment Order of Items

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if the available balance in the account is insufficient to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without an available balance in your account which is sufficient to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). You agree we may charge a Returned Item fee each time an item is presented for payment even if the same item is presented for payment multiple times. The amounts of the overdraft (Courtesy Pay) and NSF (Returned Item) fees are disclosed in our Service Charges. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts or conducting other transactions when the available balance is insufficient and incurring the resulting fees.

Postdated Items

We are not liable to you if we clear a postdated check prior to the date on the check. However, if you notify us of a postdated check and provide this notice in time for us to be able to act on it, we will treat your notice as a stop-payment order. We are under no obligation to you to pay a check that is more than six (6) months old unless the check has been certified by us.

Non-Member Check Cashing

If you issue a check drawn on your checking account and a non-member of Advia Credit Union seeks to cash the check, you agree that we may require the non-member to provide appropriate physical and/or documentary identification as a condition of cashing

the check. You also agree that we may refuse to cash a check, even if it is properly payable and proper identification is provided, and such refusal shall not constitute wrongful dishonor of your check. Further, you agree we have the right to charge the non-member, as a condition of cashing the check, a nonmember check cashing fee. This fee, which is reflected in our current Service Charges, helps us cover the additional costs and risks involved in cashing a check for a non-member. You understand and agree that a non-member seeking to cash a check drawn on your account retains the ability to deposit the check with their own financial institution which would result in your check being presented to us through normal check processing channels.

Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. Individual Account – is an account in the name of one person. Joint Account – With Survivorship (And Not as Tenants In Common) is an account in the name of two or more persons. Each of you intends that upon your death the balance in the account will belong to the survivor(s), subject to any lien we have on the account if any of you dies while indebted to us. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. If beneficiaries are named, those beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living, and (3) any and all debts to us are satisfied. If two or more beneficiaries are named and survive, upon the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship.

Stop Payments

A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). A stop payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item and by any other person even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop payment request may be made only by the person who initiated the stop payment.

Termination of Account

We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the account or of the funds in the account; (d) any checks, or cards are lost, stolen, or the account number has been compromised; (e) there are excessive returned unpaid items not covered by an overdraft protection plan; (f) there has been any misrepresentation or any other abuse of any of your accounts; or (g) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. There may be a fee for termination of account, processing an account number change, or replacing lost or stolen cards. Refer to our current Service Charges. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for

payment of any check withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Termination of Membership

You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. If your Regular Share Account balance drops below the \$5.00 minimum membership deposit requirement and is not replenished within forty-five (45) calendar days, as provided in the Credit Union's Bylaws, your account will be closed and your membership will be terminated.

Statements

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payment or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within sixty (60) days of when we first send or make available your statement, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This sixty (60) day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. Please refer to the Electronic Funds Transfer Disclosure Statement to determine your notification obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

Account Transfer

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

Direct Deposits

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

Restrictive Legends

We are not required to honor any restrictive legend or items you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "two signatures required" or "not valid for more than \$1,000.00."

Facsimile Signatures

You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on the signature card or that are filed separately

with us, and contain the required number of signatures for this purpose.

Statutory Lien and Offset

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a right to impress and enforce a statutory lien on the shares and dividends in any account in which you have an ownership interest, regardless of their source, even after your death, unless prohibited by law. Our right to impress and enforce a lien survives your death and is superior to the interest of survivors in joint accounts. We may enforce this right without further notice to you. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. Our rights to impress and enforce a lien do not apply to any Individual Retirement Account or other tax deferred retirement account, or with regard to any loan agreement in which we have expressly waived these rights. In addition, you grant us a consensual security interest in your accounts and authorize us to use the funds from your accounts to pay any debt or amount now or hereafter

owed the Credit Union, even after your death, unless prohibited by law. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we impress and/or enforce our lien. You agree to hold us harmless from any claim arising as a result of our exercise of our rights under this section. Some government payments (such as Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, levy, garnishment or other legal process under Federal or State law. If such protections would otherwise apply to deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may use these funds to pay fees, overdrafts and other amounts you owe us under this Agreement.

Overdraft Transfer Clause

The Credit Union is under no obligation to pay a check that exceeds the fully paid and collected share balance in this account; the Credit Union may, however, pay such check and transfer shares to this account in the amount of the resulting overdraft, plus a transfer fee, from any other regular share account from which any of the undersigned is then eligible to withdraw shares. The Credit Union may also, at its option, overdraw this account to pay a check and charge a fee as disclosed in the Credit Union's Service Charges.

Unclaimed Funds

The balance in the account may become unclaimed funds escheatable to the State if, as shown by the Credit Union's records, an owner, has not, within the statutory period, caused any activity or received any payments with regard to the account, indicated any interest in the account, corresponded with the Credit Union concerning the account, or otherwise indicated an interest in the account as evidenced by writing on file with the Credit Union, or transacted any business with the Credit Union.

Taxpayer Identification Numbers and Backup Withholding

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

Overdraft Courtesy Pay Plan

Courtesy Pay is a discretionary service that allows us to pay charges against our member's Checking Account even if it exceeds the

available balance and causes the account to become overdrawn. Courtesy Pay may provide certain account holders in "good standing" with the ability to overdraw their personal Checking Account. We are not obligated to pay any item presented for payment if the available balance in your account is insufficient to pay any item presented. If the account has been maintained in good standing, defined as: (a) making regular deposits sufficient to cover transactions; (b) bringing the account to a positive balance at least once every thirty days or less, and: (c) there are no legal orders outstanding on your account, we may, at our sole discretion, pay overdrafts, including our normal Courtesy Pay charge(s). Whether we pay or return an item, an item presented against an insufficient available balance in your account will be assessed a fee (a Courtesy Pay fee if paid or a Returned Item fee if returned). This non-contractual courtesy of paying overdrafts requires no accountholder action. It is not a loan. No additional agreements need to be signed, and it costs nothing unless the privilege is used – by initiating checks, electronic fund transfers, or other payment or withdrawal requests that exceed the available balance in the account. Certain transactions including ATM and one-time debit require additional opt-in pursuant to Federal law. If you maintain the account in good standing and have need for this "courtesy", we may, at our sole discretion, pay the item(s) up to the authorized limit, and we will charge the account our normal Courtesy Pay fee for each item that overdraws the account. We will notify you each time an overdraft occurs. If you receive a direct deposit of your monthly Social Security payment into your Checking Account and do not want Courtesy Pay eligibility, you must advise us to stop us from paying your overdrafts with these funds. Courtesy Pay should not be viewed as an encouragement to overdraw your account. In the event you would like to have this privilege removed from your account, you can do so by calling Member Services at 844-238-4228.

Returned Item Fees

You agree that we may charge a Returned Item fee (also referred to as a Nonsufficient Funds (NSF) fee) for returning items presented against your account that would exceed your available balance. You further agree that we may charge a Returned Item fee each time an item is presented for payment even if the same item is presented for payment multiple times. For example, if you wrote a check to a merchant who submitted the payment to us and we returned the item (resulting in a Returned Item fee), the merchant may re-present the check for payment again. If the second and any subsequent presentations are returned unpaid, we may charge a Returned Item fee for each time we return the item. You understand this means you could be charged multiple Returned Item fees for one check that you wrote as that check could be presented and returned more than once. Similarly, if you authorize a merchant (or other individual or entity) to electronically debit your account, such as an ACH debit, you understand there could be multiple submissions of the electronic request which could result in multiple Returned Item fees. You agree that we do not determine whether and when an item will be presented for payment. Rather, we determine whether or not the available balance is sufficient to pay a presented item.

Agency Designation on an Account

An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We are not required to accept any agency designation unless specifically required by law, but we may choose to accept such designations at our discretion. We have no duty to inquire about the

use or purpose of any transaction made by the agent, but we reserve the right to deny any withdrawal request. Account owners agree to hold the Credit Union harmless for any loss resulting from any withdrawal from an agency account.

Consent to Monitoring and Recording

You provide your express consent to our monitoring and recording of our conversations and other communications with you. Your consent applies to our monitoring and recording of telephone conversations, electronic messages, electronic records, or other data transmissions between you and us regarding your account or other products and services offered by us. Your consent applies regardless of whether you or we initiated the contact. We monitor and record conversations and communications for quality control, fraud prevention, and training purposes.

Consent to Contact

You agree that we may notify you using your contact information listed in our records, including your email address and telephone number(s). By providing phone number(s) to the Credit Union (including any wireless, mobile, or VOIP number), you expressly consent to receive autodialed or prerecorded calls and text messages from Advia Credit Union or any affiliates or agents performing services on our behalf. You consent to receive calls or text messages: (a) to notify you in regards to any of your accounts; (b) to provide you with credit or debit card transaction alerts; (c) to collect a debt or other obligation; or (d) as otherwise necessary to service your account, loans, or products.

Credit Reports

You agree that we will pull a credit report to open an account or if you request a loan or loan increase. You understand and agree we have the ability at any time to check your credit report, to verify your employment, and/or use any public records available to us in relation to any update, increase, decrease, renewal, extension, or collection on your account(s) or loan(s). You authorize us to use any credit reports obtained to market or offer additional products and services to you and you specifically intend for your authorization to apply to current and future credit inquiries. You understand and agree that your authorization will remain in effect until you provide written notice of your revocation to us. We may report information about your accounts and loans to credit bureaus. Late payments, missed payments, or other defaults on your accounts and loans may be reflected in your credit report. If you believe that information we may report or have reported to a credit bureau is inaccurate or incomplete, please notify us in writing at: Advia Credit Union, ATTN: Member Services, 550 S. Riverview Dr., Parchment, MI 49004. Include your name, address, contact telephone number and account number and identify the information you believe is incorrect.

Legal Process

If any legal action or dispute is brought against or involving your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our statutory lien and security interest.

Indemnity

If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorney fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities

or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

Notices

Notices to us should be sent to: Advia Credit Union, 550 S. Riverview Dr., Parchment, MI 49004. You are responsible for notifying us of any address, e-mail address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union may require all notices of change in address, e-mail address or name to be in writing. Documentation will be required to process a name change identifying the new legal name. Other documents including Secretary of State filings may not suffice to demonstrate an individual person's name change. All notices regarding the account will be posted in our office lobbies, sent to you at the address shown on your statement, or delivered on or with your statement or appended to your electronic statement (e-statement) if that service is available and you have chosen to receive e-statements. In the event of joint ownership, notice by or to any one joint owner shall be deemed notice by or to all. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or at the time that an electronic message is sent informing you that your electronic statement or notice is available.

Governing Law

This Agreement shall be governed by and construed in accordance with all applicable Federal laws and all applicable substantive laws of the State of Michigan, except where expressly superseded by the laws of the State where you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement between us.

Severability

If any of the Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

Waiver

We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Agreement Modification

We may change any of the terms of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

Arbitration and Class Action Waiver

Please review this provision carefully: It affects your legal rights. Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.

1. Arbitration Procedures.

A. Electing Arbitration. Except if you opt out as provided below, you or we may elect to arbitrate any claim or dispute between you and us arising from or related in any way to this Agreement or any account, product, or service you have or have had with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

B. Arbitration Costs. We will reimburse the amount of filing, case management, administration, and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrators determine that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

C. Arbitrators and Arbitration Rules. The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a panel of three arbitrators. Each party will select an arbitrator within ten (10) days of the filing of the arbitration, with such selected arbitrators selecting the third arbitrator, who will serve as chair of the panel, within twenty (20) days of their appointment. The arbitrators are bound by the terms of this Agreement and each will be a retired judge or attorney with experience in financial institutions.

D. Effect of Arbitration Award. The arbitrators' decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

2. Federal Arbitration Act. This Agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrators.

3. CLASS ACTION WAIVER. Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and Advia Credit Union acknowledge the Class Action Waiver is material and essential to the arbitration of any claims or disputes

and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (exception for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

4. General.

A. Severability; Survival. Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the Agreement.

B. Available Relief. This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

C. Exclusion. To remove any doubt, this arbitration provision does not apply to any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling).

5. RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS ARBITRATION AND THE CLASS ACTION WAIVER PROVISION BY CALLING US TOLL FREE AT 1-844-238-4228 OR SENDING A WRITTEN REQUEST TO US AT ADVIA CREDIT UNION, ATTN: BRANCH SUPPORT, 550 S. RIVERVIEW DR., PARCHMENT, MI 49004. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND INDICATE YOUR CHOICE TO OPT OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS SIXTY (60) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.

FUNDS AVAILABILITY POLICY (Regulation CC)

The following information describes the Credit Union's policy of holding items deposited into Checking Accounts (also known as "transaction accounts") before funds are made available to you for withdrawal. This is what is called a Funds Availability Policy disclosure and is provided in compliance with the Federal Expedited Funds Availability Act and Regulation CC.

Your Ability to Withdraw Funds

Funds from the following deposits are available on the first business day after the day of your deposit: Cash, U.S. Treasury Checks that are payable to you, Wire Transfers, Checks drawn on Advia Credit Union. If your deposit is made directly to one of our employees, funds from the following deposits may also be available on the first (1st) business day after the day of your deposit: State and Local Government Checks that are payable to you, Federal Reserve financial institution checks, Federal Home Loan financial institution

checks, and money orders, if these items are payable to you. If your deposit is not made directly to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second (2nd) business day after the day of deposit.

Deposits at Automated Teller Machines

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

Longer Delays May Apply

In some cases we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$225 of your deposits, however, will be available the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: (a) we believe a check you deposit will not be paid; (b) you deposit checks totaling more than \$5,525 on any one day; (c) you redeposit a check that has been returned unpaid; (d) you have overdrawn your account repeatedly in the last six (6) months; (e) there is an emergency; such as failure of communication or computer equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit. We reserve the right to shorten or extend all such holds for a reasonable period of time at our discretion.

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rule for New Accounts

If you are a new member, the following special rules may apply during the first thirty (30) 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, traveler's checks, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 may not be available until the ninth business day after the day of

your deposit. Funds from all other check deposits will generally be available no later than the eleventh business day after the day of your deposit. For any other purpose, not to conflict with applicable law, the Credit Union defines new accounts as those which have been open less than ninety (90) days. We reserve the right to shorten or extend all such holds for a reasonable period of time at our discretion.

Substitute Checks and Your Rights

To make check processing faster, Federal law permits banks and credit unions 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 laws with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Returned Item or Overdraft Fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund within ten (10) business days after we received your claim and the remainder of your refund no later than forty-five (45) calendar days after we received your claim. We may reverse 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 844.238.4228, or 550 S. Riverview Dr., Parchment, MI 49004. You must contact us within forty (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; the check number; the name of the person to whom you wrote the check; and the amount of the check.

ELECTRONIC FUNDS TRANSFERS DISCLOSURE STATEMENT

This Electronic Funds Transfers Agreement is the contract which covers your and our rights and responsibilities concerning consumer electronic funds transfers (EFT) services as defined by the Electronic Funds Transfers Act (15 U.S.C. 1693, et seq) and Regulation E (12 CFR 1005 et seq). Electronic Funds Transfers include all transfers resulting from Automated Teller Machine (ATM) cards, point of sale (POS) debit cards, preauthorized transfers, telephone transfers, electronic check transactions, online banking, and bill pay. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more share and checking accounts you have with the Credit Union.

Business Day

Within the context of our EFT Disclosure Statement, a business day includes all days of the week, excluding Saturday, Sunday and any federal holiday.

Consumer Member Liability

Tell us AT ONCE if you believe your card, password or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn or had reason to know of the loss or theft of your card and/or PIN, you can lose no more than \$50.00 if someone used your card and/or code without your permission. If you do NOT tell us within two (2) business days after you learn or have reason to know of the loss or theft of your card and/or PIN, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card, password, and/or PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Notification of Lost or Stolen Card, Password or PIN

If you believe your card, password and/or PIN has been lost or stolen, call us at: 844.238.4228. Or write to us at: Advia Credit Union, ATTN: Member Services; 550 S. Riverview Dr.; Parchment, Michigan 49004 You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Types of Available Transfers

ATM Transactions: You, or someone you have authorized by giving them your card, password and/or PIN may use your card, password and/or PIN to: a) deposit funds to your Checking or Savings Account; b) withdraw cash from your Checking or Savings Account; c) transfer funds between your Checking and Savings Account; d) make payments from your Checking or Savings Account on certain

indebtedness to the Credit Union; e) obtain advances from certain open-end loan accounts; f) pay for purchases or services at places that have agreed to accept your card; g) obtain balance information or inquires on your accounts. Some of these services may not be available at all terminals.

Debit Card Transactions: You may access your Checking account to purchase goods (in person or by phone), pay for services (in person or by phone), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Electronic Check Conversion ("E-Check"): You may also authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This authorization may occur when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at the point of sale or is mailed to a merchant or other payee or lockbox and later converted to an "electronic fund transfer," or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. This may include your authorization of electronic payment of charges for checks returned for non-payment. Your authorization to make such types of "electronic fund transfers" may be expressed in writing or implied, for example, by the merchant or other payee posting a sign.

Preauthorized Deposits and Transfers: You may arrange for certain direct deposits to be accepted into your accounts, including payroll deposits from employer(s) and deposits of various government benefits. Subject to certain limitations and requirements, you can preauthorize transfers from the account(s) you specify.

Online Banking: You may access your account via personal computer with internet access 24 hours a day at our website. The types of electronic funds transfers available through Online Banking include: a) transfer funds between your Checking and Savings Account; b) payments from your Checking or Savings Account on certain indebtedness to the Credit Union; c) transfer funds to another member account with the Credit Union (requires previous authorization form completion).

Online Bill Pay: Online Bill Pay service is available to you through our Online Banking. This service allows you to pay bills from your designated Checking Account.

24-Hour Telephone Transactions: You may access by telephone 24 hours a day by calling 844.238.4228, using your Personal Identification Number ("PIN") and a touch tone telephone to conduct the following EFTs: a) transfer funds to other account types within your own account; b) make loan payments; c) transfer funds to another member account with the Credit Union (requires previous authorization form completion).

Limitations on the Frequency and Amount of Transfers

Certain limits exist on the dollar amounts which may be withdrawn from different ATM or POS terminals each day. All transfers are charged to your account (and your overdraft line of credit, if any). We may charge your account even though an overdraft may be created. During any interruption of an electronic fund transfer service the dollar amount and frequency may be reduced. All deposits made through an ATM are accepted conditionally, subject to verification of the contents of deposit envelopes, and are

available for withdrawal only in accordance with our current Funds Availability Policy. We may restrict, and you have the right to request that we program our system so that no more than \$50.00 can be withdrawn from your account(s) by use of your Check Card/ATM Card during a single day. There may be other limitations on the types, frequency, timing and amount of electronic fund transfers established by us from time to time, without notice, for security purposes.

Right to Receive Documentation of Transfers

Terminal Receipts: You can get a receipt at the time you make any transfer to or from your account using an ATM or POS terminal. Exception for receipts in small value transfers - A financial institution is not subject to the requirement to make available a receipt at an electronic terminal if the amount of the transfer is \$15 or less.

Periodic Statements: Transfers and withdrawals made through any Debit Card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Direct Deposits / Preauthorized Credits: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling us at 844.238.4228. If the only possible transfer to or from your account are direct deposits, you will receive a quarterly statement from us.

Excluded Transactions

Our data processing system makes it possible to offer you many electronic services, however, some of these services do not constitute "electronic fund transfers" for the purpose of this disclosure, such as, for example, transactions on business accounts, deposits of payroll deduction from certain employers, payment of premiums for individual or family group life insurance by deduction from your account(s) in the Credit Union, automatic transfers from your account(s) to pay your loan(s) owing to us, automatic transfers between your own "asset account(s)" in the Credit Union, and transfers received via Fedwire or through a similar wire transfer system, such as "A2A" Money Transfer System, that is used primarily for transfers between financial institutions or between businesses. The terms and conditions of this Agreement apply only to those services and transfers, which are "electronic fund transfers" as described above; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described above.

Rules for Business Member Electronic Funds Transfers:

Liability: You agree that any electronic fund transfers on a business account will not be considered a consumer transaction, regardless of the nature of the specific transaction, under the provisions of state and Federal law. You will not have the benefit of any limitation of liability with respect to the unauthorized electronic fund transfers. You accept and agree to undertake the additional risk associated with the use of business purpose accounts and agree to assume the greater measure of liability described in this agreement.

Limitation of Liability: We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connections with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution

of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from or in connections with this Agreement or the service we provide hereunder. In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including counsel fees), which you may incur or suffer.

Error Resolution Procedure: If you notify us of an error or discrepancy in your periodic account statement with the time limitation described above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information in accordance with the prevailing operating rules of applicable rulemaking bodies. We will have no obligation to credit your account for the amount of any erroneous or unauthorized transaction unless caused by our negligence.

Disclosure of Account Information

We may disclose information to third parties about your account or the transfer you make: a) where it is necessary for completing transfers; b) to verify the existence and condition of your account for a third party such as a credit bureau or merchant; c) to comply with government agency or court orders; d) if you give us your written permission.

Fees and Charges for Electronic Funds Transfers

There are certain charges for electronic funds transfers services. The charges are disclosed on our current Service Charges. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not owned by us, you may be charged by the ATM operator or any network used to complete the transfer (and you may be charged for a balance inquiry). The service charge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. You understand and agree that the ATM operator may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

Credit Union Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events: a) if, through no fault of ours, the available balance in your account is insufficient to make the transfer; b) if the transfer would go over the credit limit on your overdraft line; c) if the ATM where you are making the transfer does not have sufficient cash; d) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer; e) if circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken; f) if you used your card, password and/or PIN in an incorrect manner; g) if the error was caused by a system of any participating ATM network; h) any other exceptions as established by the Credit Union.

Preauthorized Transfers

Stop Payment Rights: If you have arranged in advance to make regular transfers from your account(s), you can stop any of these transfers by calling us at 844.238.4228, or writing us at: Advia Credit Union, 550 S. Riverview Drive, Parchment, MI 49004. We must

receive this request at least three (3) business days before the scheduled date of the transfer. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge your account our normal service for each stop payment.

Liability for Failure to Stop Payment of Preauthorized Transfers: If you notify us to stop a preauthorized transfer at least three (3) business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. *Notice of Varying Amounts:* If these regular transfers vary in amount, the person you are going to pay will tell you, ten (10) days before each transfer, when it will be made and how much it will be. You may choose instead to get this notice only when the transfer would differ by more than a certain amount from the previous transfer, or when the amount would fall outside certain limits that you set.

Withdrawal Limitations for Savings Accounts: For select Savings Accounts there are no limitations on the number of in person or ATM withdrawals by you, but preauthorized or automatic transfers including transfers to third parties or to another account by telephone or pursuant to a preauthorized agreement with us are limited by regulation to six (6) per month. The posting date of a preauthorized or automatic transmission by us will determine the month in which that transaction will be counted. We may charge penalties (including fees) for exceeding this regulatory limitation and may close the account if you continue to exceed this limitation.

Foreign Transactions: For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be (a) a rate selected by Visa/MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa/MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date.

Error Resolution

In case of errors or questions about your Electronic Transfers, call us at: 844.238.4228 or write to us at: Advia Credit Union, ATTN: Member Services, 550 S. Riverview Dr., Parchment, MI 49004, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer on the account statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number. 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us a confirmation of your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for

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

Confidentiality

In the ordinary course of business we will only disclose information to non-affiliated third parties concerning your account(s) or "electronic fund transfers" described in Regulation E under the following circumstances: As necessary to complete "electronic fund transfers" or other transactions you have authorized; or

- With your oral or written consent; or
- To verify the existence of your account(s), or sufficient funds necessary to complete "electronic fund transfers" you have authorized through a third party; or
- To furnish information under the federal "Fair Credit Reporting Act;" or
- As provided by law, by court order, or governmental agency inquiry or order; or
- To investigate possible unauthorized "electronic fund transfers," or to combat fraud; or
- If the information relates to improper use of your account(s) or access devices.

Illegal Use

You understand and agree that "electronic fund transfer" services, including but not limited to use of a Card, may not be used for any illegal transaction. You further understand and agree that illegal use of an "electronic fund transfer" service will be deemed an action of default and/or breach of contract, and as a result your account and other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it, and, additionally, to indemnify and hold the Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use. Internet gambling may be illegal in the jurisdiction in which a member is located, including the United States and elsewhere. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are legal in the jurisdiction in which the member is located. The Credit Union may decline to authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness. The Credit Union will immediately report and comply fully with law enforcement agencies seeking to investigate illegal use of a Credit Union Card or other "electronic fund transfer" service.

Personal Identification Number (PIN) Secrecy and Member Responsibility

If we have issued PINs for use in conjunction with your ATM Card, Online Banking, and/or 24 Hour Automated Telephone Transactions, you agree to keep the PIN(s) secret and you also agree that you will not write the PIN(s) on your card(s) nor on any item you keep with your card(s) or other account information, or store your PIN on your personal computer. Unless you provide evidence to the contrary, the Credit Union will attribute all PIN-based transactions made on your accounts to your own activities.

Regulatory Authority

If you believe that we may have violated the Michigan Electronic Funds Transfers Act (Michigan Public Act No. 322 of 1978), you may contact: State of Michigan – Department of Insurance and Financial Services: P.O. Box 30220; Lansing, Michigan 48909

TRUTH IN SAVINGS DISCLOSURE

Common Features: Except as otherwise expressly provided below, the following features apply to all of your accounts with the credit union. *Rate and Annual Percentage Yield ("APY"):* Your account(s) will earn what are known as dividends. Refer to our current Deposit Rate Sheet for our current dividend rates and Annual Percentage Yield. Dividends are like interest, except that the Credit Union's Board of Directors (the "Board") is responsible for setting the rate of dividends from time to time. Dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and prospective Annual Percentage Yield (APY) on your account(s) for each dividend period. The dividend rates and APY's will be available each business day at our office. You may also contact us at 844.238.4228 for current rate information.

Calculating and Compounding Dividends: Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. We compound your dividends, even though the law doesn't require that. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate.

Accrual and Crediting of Dividends: Dividends on all accounts that earn them are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) to your account. Dividends are not available to you until they have been credited to your account. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued dividends.

Accrual of Dividends on Non-Cash Items: Dividends will begin to accrue no later than the business day Credit Union receives credit for the deposit of non-cash items (for example, checks) to an account.

How Withdrawals Affect Dividends: Even though your account earns dividends every day, we don't actually credit them to your account until the final day of the dividend period, and become available the first day of the subsequent period. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

Bylaw Requirements: The par value of a regular share in this Credit Union is \$5.00. You must complete payment of one regular share in your Regular Savings Account as a condition of admission to membership. A member who fails to complete payment of one share of his admission to membership, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share of the reduction may be terminated from membership at the end of a dividend period. Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw shareholdings that are pledged as required on security on loans

without the written approval of the credit committee or a loan officer, 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 shareholdings 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 approval of the credit committee or loan officer.

National Credit Union Share Insurance Fund: Accounts with this Credit Union are federally insured by the National Credit Union Share Insurance Fund which is administered by the National Credit Union Administration, an agency of the United States Government.

Service Charges and Penalties: Please refer to the separate Service Charges for current charges that may apply to all accounts. You agree to pay the applicable charges and penalties assessed by the Credit Union according to the Credit Union's Service Price Listing provided to you at the time you open the account and as amended from time to time in accordance with this Agreement. Members meeting designated qualifiers within our Member Advantage Program may qualify for certain reduced or waived service charges. Please see program details for updated information. The Credit Union may make a change in your Checking Account that will not affect your available balance, dividend earnings, NCUA insurance or credit union statement. This account will consist of a checking sub-account and a savings sub-account. The credit union may periodically transfer funds between these two sub-accounts. If your account is an account which dividends are paid, your dividend calculation will remain the same. Otherwise, the savings sub-account will be non dividend bearing. The savings sub-account will be governed by the rules governing our other Savings Accounts.

Regular Savings and Secondary Savings (applicable to both Personal and Business Accounts)

Compounding and Crediting: Dividends will be compounded and credited quarterly.

Dividend Period: The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: The minimum amount to open the Regular Savings account is the purchase of a \$5.00 share in the Credit Union. There is no minimum balance required in a Secondary Savings Account. A minimum daily balance of \$500.00 is required to earn dividends in the Regular and Secondary Savings account.

Transaction Limitations: There are no transaction limitations on this account.

Youth Savings (Piggy Bank Savings for age 0-12; Bonus Bills for age 13-19; young adult savings terms until age 25) – see additional disclosure related to Bonus Bills Savings Prize Winning

Compounding and Crediting: Dividends will be compounded and credited quarterly.

Dividend Period: The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: A minimum average daily balance of \$5.00 is required to earn dividends in the Youth Savings account.

Other Requirements: The Youth Savings Account is designated for members age 24 and under. After the age of 24, Account will revert to a Regular Savings Account.

Transaction Limitations: There are no transaction limitations on this account.

UTMA – Uniform Transfer to Minors Act – Irrevocable Transfer (gift) to a Minor

Compounding and Crediting: Dividends will be compounded and credited quarterly.

Dividend Period: The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: A minimum average daily balance of \$5.00 is required to earn dividends in the UTMA account.

Transaction Limitations: There are no limitations on the type or number of transactions on this account. However, only the custodian is authorized to transact on this account until the minor reaches the age of majority. The age of majority, which is determined by the State of residence, is 21 for Illinois and 18 – 21 for Michigan and Wisconsin. For Michigan and Wisconsin residents, the specific age of majority for a minor will be designated at the time the account is established with us.

Additional Information: Must designate one adult custodian. Appointment of a Successor Custodian is strongly encouraged. Checking Accounts, Certificates and Debit Cards are not offered for this account designation.

Money Market Savings Account (applicable to both Personal and Business Accounts)

Additional Rate Information: The dividend rate and annual percentage yield may change at any time, as determined by the Board of Directors. This account is tiered which means it pays different dividend rates corresponding to the balance on account, paid on the entire balance within the account.

Compounding and Crediting: Dividends will be compounded and credited monthly.

Dividend Period: The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: The minimum average daily balance required to earn dividends on certain balances are set forth on the Deposit Rate Sheet. If during any month, your account balances fall below the required minimum daily balance required to earn stated dividend rate, you will not earn dividends on account during this time period.

Transaction Limitations: There are no limitations on the number of in person or ATM withdrawals however; preauthorized or automatic transfers including transfers to third parties or to another account by telephone or pursuant to a preauthorized agreement with the Credit Union are limited by regulation to six (6) per month. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to fees, returned transactions, or closure by the Credit Union.

Ultimate Savings (applicable to both Personal and Business Accounts)

Promotional Period and Restrictions: The promotional period is defined as four (4) monthly statement cycles. Only one Ultimate Savings Account is allowed per Member Number.

Additional Rate Information: The dividend rate and annual percentage yield may change at any time, as determined by the Board of Directors. This account is tiered which means it pays different dividend rates corresponding to the balance on account, paid on the entire balance within the account.

Compounding and Crediting: Dividends will be compounded and credited monthly.

Dividend Period: The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: After the promotional period, a minimum daily balance of \$500 is required to earn dividends. The minimum average daily balance required to earn dividends on certain balances are set forth on the Deposit Rate Sheet. If during any month, your account balance falls below the required minimum daily balance required to earn stated dividend rate, you will not earn dividends on account during this time period.

Transaction Limitations: There are no limitations on the number of in person or ATM withdrawals; however; preauthorized or automatic transfers including transfers to third parties or to another account by telephone or pursuant to a preauthorized agreement with the Credit Union are limited by regulation to six (6) per month. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to fees, returned transactions, or closure by the Credit Union.

Holiday Club Account

Compounding and Crediting: Dividends are compounded and paid annually.

Dividend Period: Dividend periods are annual beginning on November 1 and ending October 31. Dividends will be paid annually and credited to the account on October 31.

Minimum Balance Requirements: There is no minimum balance requirement to earn dividends in the Holiday Club Account.

Funds Disbursement: Funds will automatically be transferred and available to your designated Savings or Checking account on November 1.

Term: The term on the Holiday Club Account is from November 1 of each year and ends October 31.

Withdrawals: Withdrawals from this account are subject to charge – see Service Price Listing.

IRA Savings Account

Compounding and Crediting: Dividends will be compounded and credited quarterly. Alternatively, you may choose to have dividends paid to you or to other accounts quarterly rather than credited to this account.

Dividend Period: The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: The minimum amount to open an IRA Savings Account is \$50.00. A minimum average daily balance of

\$500.00 is required to earn stated dividend rate in the IRA Savings Account.

Non-Interest Savings Account (applicable to both Personal and Business Accounts)

Dividend Information: No dividends are paid on this account.

Minimum Balance Requirements: There is no minimum balance requirement on the Non-Interest Savings Account.

Transaction Limitations: There are no transaction limitations on this account.

Health Savings Account

Compounding and Crediting: Dividends will be compounded and credited monthly based on the daily average balance.

Dividend Period: The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: No minimum daily balance is required to earn dividends.

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

Regular Checking Account

Compounding and Crediting: Dividends will be compounded and credited monthly based on daily average balance. *Dividend Period:* The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: There is no minimum balance required to open. A minimum average daily balance of \$500.00 is required to earn dividends in the Regular Checking Account.

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

Non-Interest Checking Account

Dividend Information: No dividends are paid on this account.

Minimum Balance Requirements: There is no minimum balance requirement on the Non-Interest Checking Account.

Transaction Limitations: No transaction limitations apply to this account.

Assurance Checking

Compounding and Crediting: Dividends will be compounded and credited monthly based on daily average balance.

Dividend Period: The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: There is no minimum balance required to open. A minimum average daily balance of \$500.00 is required to earn dividends in the Assurance Checking Account.

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

Additional Information: Debit card, Bill Pay and ACH are offered on this account. Checks and Courtesy Pay overdraft protection are not available for this product.

Money Market Checking Account

Compounding and Crediting: Dividends will be compounded and credited monthly based on the average daily balance.

Dividend Period: The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. If an Account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Balance Requirements: There is no minimum balance required to open. A minimum average daily balance of \$2,500 is required to earn dividends in the Money Market Checking.

Additional Rate Information: The dividend rate and annual percentage yield may change at any time, as determined by the Board of Directors. This account is tiered which means it pays a dividend rate on the entire balance based on the average daily balance within the account as equated to the stated tiered rates disclosed.

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

Non-Profit Business Checking Account

Dividend Information: No dividends are paid on this account.

Minimum Balance Requirements: There is no minimum balance requirement on the Non-Profit Business Checking account.

Transaction Limitations: Three hundred (300) transactions are free each month. Transactions in excess of three hundred (300) per month may be subject to fees. Please refer to our current Service Price Listing for details.

Non-Interest Earning Business Checking Account

Dividend Information: No dividends are paid on this account.

Minimum Balance Requirements: There is no minimum balance requirement on the Non-Interest Earning Business Checking account.

Transaction Limitations: One hundred (100) transactions are free each month. Transactions in excess of one hundred (100) per month may be subject to fees. Please refer to our current Service Price Listing for details.

Interest Earning Business Checking Account

Compounding and Crediting: Dividends will be compounded and credited monthly based on daily average balance.

Dividend Period: The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If an account is closed before dividends are credited, accrued dividends will not be paid.

Minimum Opening Deposit and Balance Requirements: There is no minimum balance required to open the Interest Earning Business Checking Account. A minimum daily balance may also be required to earn dividends in the Interest Earning Business Checking Account. Please refer to current Business Checking program information for dividend rates and corresponding balance levels.

Transaction Limitations and Service Charges: Two hundred (200) transactions are free each month. Transactions in excess of two hundred (200) per month may be subject to fees. This account may also be subject to a monthly maintenance fee. Please refer to our current Service Charges for details.

Analysis Business Checking Account

Compounding and Crediting: No dividends are paid on this account. However, a credit may be applied to this account at the discretion of the credit union to offset account maintenance and transactional charges applied.

Crediting Period: Any credits applied to this account occur monthly. For example, the beginning date of the first crediting period of the calendar year is January 1, and the ending date of such crediting period is January 31. All other crediting periods follow the same pattern of dates. The credit declaration date is the last day of the credit period and for the example above is January 31. If an account is closed before credits are applied, credits will not be applied.

Minimum Balance Requirements: No minimum daily balance is required to earn dividends.

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

Traditional & Roth IRA - Certificate Accounts (See your certificate for full disclosure)

Compounding and Crediting: Dividends will be compounded and credited monthly.

Dividend Period: The dividend period is monthly.

Minimum Balance Requirements: The minimum balance to open a Traditional and Roth IRA Certificate is \$500.00. You must maintain a minimum daily balance of \$500.00 to earn dividends.

Accrual of Dividends on Non-Cash Items: Dividends will begin to accrue no later than the business day Credit Union receives credit for the deposit of non-cash items (for example, checks) to the account.

Transaction Limitations: After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawal before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

Maturity: Your Certificate of Deposit Account will mature within the term set forth on your Certificate of Deposit Receipt or Renewal Notice.

Early Withdrawal Penalties: We may impose a penalty if you withdraw any funds prior to the maturity date. See your certificate for full disclosure specific to your term. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Renewal Period: You may prevent renewal if we receive written notice from you before maturity of your intention not to renew. If you do not notify us, the renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be adjusted to the current rate as set forth on the current Deposit Rate Sheet.

Certificates – Non IRA (applicable to both Personal and Business Accounts – see your certificate for full disclosure)

Compounding and Crediting: Dividends will be compounded and credited monthly. Alternatively, you may choose to have dividends paid to you or to other accounts rather than credited to this account.

Dividend Period: The dividend period is monthly.

Minimum Balance Requirements: The minimum daily balance of \$500.00 is required to earn dividends.

Transaction Limitations: Additional deposits to a Certificate prior to the maturity are not allowed.

Early Withdrawal Penalties: We may impose a penalty if you withdraw any funds prior to the term maturity date. See your Certificate for full disclosure specific to your term.

Renewal Period: You may prevent renewal if we receive written notice from you before maturity of your intention not to renew. If you do not notify us, the renewal term will be the same as the original term, beginning on the maturity date. The Dividend Rate will be adjusted to the current rate as set forth on the current Deposit Rate Sheet.

EZ Saver Certificate (see certificate for full disclosure)

Compounding and Crediting: Dividends will be compounded and paid monthly.

Term of Deposit: Set terms available of six (6) months, twelve (12) months, and twenty-four (24) months.

Minimum Balance Requirement: The minimum balance of \$50.00 is required to open and earn stated dividend rate.

Transaction Limitations: Additional deposits are allowed during term of EZ Saver Certificate.

Early Withdrawal Penalties: Your account will mature after the applicable term as set forth on your EZ Saver Certificate. We may impose a penalty if you withdraw any funds in your Certificate prior to the maturity date (see Certificate for disclosure of penalty based on term).

Renewal Period: You may prevent renewal if we receive written notice from you before maturity of your intention not to renew. If you do not notify us, the renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be adjusted to the current rate as set forth on the current Deposit Rate Sheet.

Bonus Bills Savings Account Rules and Regulations – Prize Winning Disclosure

1. How to Enter: Automatic Entries: An eligible member of Advia Credit Union automatically receives raffle entries based on the following:

- **Monthly Prize Drawing:** One (1) entry monthly for every \$25 net increase in the monthly balance for the member in a qualifying Bonus Bills Savings Account at month's end, with a maximum of twenty (20) entries per month per member.

- **Grand Prize Drawing:** One (1) entry monthly for every \$25 net increase in the monthly balance for the member in a Qualifying Bonus Bills Savings Account at each month's end, with a maximum of twenty (20) entries per month per member. Participating members are limited to a total of 240 entries during the raffle period for the grand prize drawing. Automatic entries will be recorded by Advia Credit Union once the balance is calculated at month's end, and year's end processing. Qualifying deposits/balances must be received and posted by Advia Credit Union by midnight Eastern Time on the day of each month end and the December 31 processing date. Automatic entries are only eligible to win during the drawing period covered.

2. Qualifying Bonus Bills Savings Accounts:

Advia Credit Union will establish a qualifying Bonus Bills Savings Account. Rates and other terms and conditions of a qualifying Bonus Bills Savings Account may vary (see Youth Savings Account disclosure). A participating member is limited to one (1) qualifying Bonus Bills Savings account at Advia Credit Union. Participating members may deposit unlimited funds in a qualifying Bonus Bills

Savings, with an unlimited number of deposits, provided that prize entries and eligibility are limited as set forth in these rules.

3. Prize Eligibility:

Corporations, limited liability companies, partnerships, associations, sole proprietorships, business and labor organizations, other public or private entities, and employees of Advia Credit Union are not eligible to receive monthly or grand prizes. All participants must be a member, with a traditional Savings Account in good standing with Advia Credit Union. To win a prize in a drawing, a participant's Qualifying Bonus Bills Savings Account must be open and active at the time of the drawing. A participating member is limited to winning one monthly prize per month. If the qualifying Bonus Bills Savings Account is owned by more than one member, only the primary member is entitled to win a monthly prize. Before receiving any prize, a participant must confirm eligibility by verifying identity, age and residency. If a member with a qualifying Bonus Bills Savings Account is ineligible for the raffle, such member will continue to be the account holder but deposits to the account will not constitute raffle entries. There will be no repeat winners in the same year.

4. Prizes:

- **Monthly Prizes:** All monthly prizes are a \$50.00 value and will be presented to the winner. Winner must come into Advia Credit Union to collect the monthly prize. Prizes will be deposited in the member's qualifying Bonus Bills Savings Account. As more specifically provided below, Advia Credit Union will award one (1) prize each month to a winning member. Drawings for monthly prizes will be conducted within fourteen (14) days of the conclusion of the previous month, for which valid entries will be determined. Winners will be notified via telephone, email, or standard USPS mail. Prizes are non-transferrable.
- **Grand Prize:** One grand prize drawing will be held on or before February 1 of every year. One grand prize winner will be selected from among all participants in the raffle to win a prize that is worth \$600 or less. Accordingly, there will only be one grand prize winner. The winner will be notified via telephone, email, or standard USPS mail. The grand prize is non-transferrable.

5. Odds:

Actual odds of winning are based upon the number of eligible entries received. Each eligible entry shall have a chance of winning monthly prizes that is equal to that of other entries within Advia Credit Union. Each eligible entry shall have a chance of winning the Grand Prize that is equal to that of all other entries in the Raffle. There will be no repeat winners in the same year, but entries will still count towards the Grand Prize.

6. Decisions:

By entering into the raffle, entrants agree to abide by and be bound by these official rules, and to accept the decision of Advia Credit Union as final. Entrants also agree to hold Advia Credit Union and each third party contributing funds and/or services to the raffle (collectively and hereinafter referred to as the "Parties"), and each of their officers, directors, employees, members, and representatives, and agents not responsible for any negligence, claims, liability, injury, property loss, or other damages of entrants and/or winners arising from, or in connection with, acceptance of prizes awarded or participating in this Raffle. Advia Credit Union reserves the right to disqualify entrants who fail to follow these official rules or who make any misrepresentation relative to the raffle and prize redemption.

7. Publicity:

Each winner agrees to permit the Parties to use his/her name and likeness in promotional and other materials, without additional compensation or permission, except where prohibited by law.

8. Compliance with Law:

All issues and questions concerning the construction, validity interpretation, and enforceability to these Official Rules, or the rights and obligations of entrants and the parties in connection with the Raffle, shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan, without regard to its choice of law provisions. This raffle is void where and to the extent prohibited by law.

9. Taxes:

Winner is solely responsible for all applicable federal, state and local taxes and any expenses associated with the prize, unless otherwise indicated.

10. Miscellaneous:

Advia Credit Union will not substitute prizes of equivalent value. Advia Credit Union has the right to amend the rules or discontinue the raffle at any time. Advia Credit Union has no responsibility to notify participants of any aspect related to the conduct of the Raffle. Written copies of these rules are available during normal business hours at any Advia Credit Union location and online at adviacu.org. In the event of any conflict between the rules posted on our website and any other version of the rules, the version posted on the website will be considered the definitive and controlling version.

11. Sponsor: Advia Credit Union

AGREEMENT MODIFICATION

We may change any of the terms of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

Funds Transfers Agreement – ACH and Wire Transfers

The following rules shall apply to all funds transfer orders (ACH, Wire Transfers, or other electronic services) processed by Advia Credit Union. We may accept on your behalf, payments to your account or transfers from your account, which will be or have been transmitted by Fedwire, ACH, or through a similar wire transfer system, such as the NYCE "A2A" Money Transfer System, that is used primarily for transfers between financial institutions or between businesses. Your rights and obligations with respect to such transfers shall be construed in accordance with and governed by Regulation J. Subpart B – Funds Transfers Through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this Agreement shall be governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code. Information is available regarding incoming funds transfer orders and can be obtained by calling us at 844.238.4228. Wire transfer requests must be given to us in compliance with our cut-off hours as established from time to time by us. If we are obligated to pay interest to you on the amount of a funds transfer order, you shall be paid interest on a daily basis equal to the dividend rate otherwise applicable to the account from which the funds transfer

should have occurred. In the event we are ever liable to you for damages due to a funds transfer order, your damages will be limited to actual damages only. You hereby indemnify the Credit Union, its agents, and employees against any loss, liability or expenses (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this Agreement, except where applicable law precludes your indemnification. It is the policy of Advia Credit Union to accept funds transfer orders into and out of your savings and/or checking account. Funds transfer orders from your account(s), other than your checking account, will be limited to a total six (6) withdrawals or transfers to third parties, by means of a preauthorized or automatic transfer or telephonic order or instruction or similar order, per month. Your account(s) may be subject to fees, returned or rejected transactions, or closure if these limits are exceeded. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise required by law or regulation. If you make a funds transfer order which instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law. If you give us a funds transfer order, which identifies a beneficiary's financial institution, an intermediary financial institution, or a beneficiary (the person to whom you are wiring the funds), by name and number, we and every receiving or beneficiary financial institution, may rely on the identifying number to make payment. This will be true even if the number you provided to us identifies a different financial institution, person, or account other than the one named. You hereby agree to notify us in writing of any unauthorized or erroneous funds transfer order within thirty (30) days from the date you first received notification from us either that the funds transfer order was accepted or your account was debited with respect to the funds transfer order. Should you fail to so notify us of any unauthorized or erroneous funds transfer order, we will not be liable to you for any subsequent similar occurrences that we could have prevented had we received such notice.

AUTOMATED CLEARING HOUSE TRANSACTIONS: Credit given by us to you with respect to a funds transfer order is provisional until we receive final settlement for such entry through a Federal Reserve Bank, or other intermediary bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such an entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in

Main Office Location

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844.238.4228
www.adviacu.org

Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States government - National Credit Union Administration. Equal Housing Lender.

Rev. 7/1/2020

the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statement we provide to you. We may accept on your behalf payments to your account which have been transmitted through one of more Automated Clearing Houses "ACH" and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Michigan, unless we have otherwise specified in a separate agreement with you that the law of some other state shall govern.

WIRE TRANSFERS: In general, we will accept fund transfer orders only if you agree to the terms of this Funds Transfer Agreement, and for wire transfers, have signed an Authorization for Transfer form and/or a Recurring Wire Transfer Authorization, have sufficient funds available in the appropriate account to execute the funds transfer order plus the appropriate fee (refer to our current Service Charges) and produce acceptable identification. Once you have signed a Recurring Wire Transfer Authorization and provided us with a secret password, created by you, we will accept wire transfer orders from you via telephone, provided you have sufficient funds available in the appropriate account to execute the wire transfer, and you provide the secret password when you call to make your wire transfer. You hereby acknowledge that the security procedures described are commercially reasonable and that you have agreed to the security procedures offered by the Credit Union and agree to follow the security procedures when making a funds transfer order via telephone. You hereby acknowledge that you will be liable for any wire transfer, whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed upon security procedure. We will charge you a fee for each wire transfer request that we process. Refer to the Wire Transfer Fee in our current Service Charges. The Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your funds transfer orders. We will not be liable for failure to comply with the terms of any funds transfer order (ACH, wire transfer, or other electronic service) when such failure is caused by legal constraint, interruption or failure of transmission and/or communications facilities, war emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union.