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## Michigan Legacy Credit Union Agreements and Disclosures

144 East Pike Street, Pontiac, MI 48342 Phone 248.334.0568 or 800.552.8643 Fax 248.451.5072

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**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, ACCOUNT AGREEMENTS, FUNDS AVAILABILITY DISCLOSURE, TRUTH-IN-SAVINGS DISCLOSURE, ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY AND STATEMENT. PLEASE READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements and disclosures, the references to "We", "Us", "Our" and "Credit Union" mean Michigan Legacy Credit Union. The words "You" and "Your" mean each person applying for and/or using any of the services herein. "Account" means any account or accounts established for you as set forth in these Agreements and Disclosures. The word "Card" means ATM card and/or Debit MasterCard issued to you by us and duplicates or renewals we may issue. The words "Debit Card" means any Debit MasterCard issued to you by us and any duplicates or renewals we may issue. Our Audio Response System is hereinafter referred to as "CU\*TALK". For joint accounts, read singular pronouns in the plural.

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## Michigan Legacy Credit Union Membership

### Membership Eligibility

To apply for membership with Michigan Legacy Credit Union you must complete, sign, and return an application for membership.

Your signature on your application for membership informs the credit union that you would like to join the credit union and that you agree to conform to the credit union's Bylaws and Amendments.

Credit union membership is granted to applicants within Michigan Legacy Credit Union common bond as outlined in the credit union's Charter.

Eligibility also includes spouses of persons who died while within the field of membership; credit union employees; any person over the age of 55 who receives a retirement annuity, pension, social security or similar retirement payment from private or government sources, and lives in, or belongs to a retirement organization located in the county, or in a contiguous county to the county where the credit union's main office is located.

By signing your application for membership, you acknowledge receipt of the Agreements and Disclosures, including the terms and conditions which apply to your account(s).

### Family Membership

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

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## Account Agreement

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT (S) WITH MICHIGAN LEGACY CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENTS SUCH AS OUR ELECTRONIC FUNDS TRANSFER SERVICES AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. BY SIGNING YOUR ACCOUNT CARD, YOU ACKNOWLEDGE THAT THE QUALIFICATION FOR MEMBERSHIP HAS BEEN MET AND THE INFORMATION PROVIDED IS TRUE AND CORRECT. YOU AUTHORIZE MICHIGAN LEGACY CREDIT UNION TO ACCESS, USE, AND VERIFY ANY INFORMATION IT OBTAINS CONCERNING YOU FOR OPERATIONAL PURPOSES, CREDIT ASSESSMENT, STATISTICAL ANALYSIS AND TO IDENTIFY AND PROVIDE YOU WITH INFORMATION CONCERNING PRODUCTS AND SERVICES. MICHIGAN LEGACY CREDIT UNION MAY DISCLOSE SUCH INFORMATION TO LICENSED CREDIT REFERENCE AGENCIES, ITS AFFILIATES AND OTHERWISE TO THE EXTENT PERMITTED OR REQUIRED BY APPLICABLE LAW.

### Joint Accounts

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

### Custodial Accounts

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

### Trust Accounts

Trust Accounts will only be opened by the credit union if the trust documentation presented by you to the credit union is in a manner acceptable to our underwriting policies. We require a trust account to name a beneficiary. For revocable trust accounts, the individual establishing the trust (the "Settlor") must be a member of the credit union and, any withdrawal of trust account funds will be deemed a revocation of the trust to the extent of any such withdrawal. It is the responsibility of the Settlor(s) to determine and understand any legal effects related to this type of Account.

### Payable on Death

If the Account Beneficiary Designation shows a "Payable on Death" status (or "Beneficiary Declared"), any beneficiary has rights to the Account only if alive and only if the Account Owner is deceased. Upon the death of the Account Owner, or last surviving Owner if there is more than one, the funds in any Account shall become the property of any beneficiary (ies) listed who are alive at that time. The Account Owner may change the beneficiary at any time by providing us adequate proof of such change in a manner acceptable to the credit union. It is your responsibility to determine and understand any legal effects related to this type of Account.

### Power of Attorney

If you name a person to act as your attorney-in-fact or agent in any way with your Account, we are only obligated to deal with such person if we, in our sole judgment, approve of the form of appointment and the supporting documentation.

### Deposit of Items

You may make deposits to your Account using any method available from us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at our sole discretion. If you deposit an item and it is returned unpaid, we will debit your Account for the amount of the item and charge you a returned deposit item fee. You will be liable to us for the amount of any item you deposit which is returned unpaid, and in addition, will be responsible for any of our cost and expenses incurred in the collection of such returned item from you, including reasonable attorney fees. Subject to our Funds Availability Policy, you may not be able to withdraw funds from your Account until we have received final settlement for any items deposited. If you make a deposit on a Saturday, Sunday, or a holiday, or after our predetermined cut-off hour on business days, the deposit will be credited to your Account as of the next business day. The National Credit Union Administration, a U.S. Government Agency, federally insures your savings up to \$250,000 and IRAs are federally insured separately up to \$250,000.

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## Collection of Items

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In processing items you may have deposited for collection, we are only your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method we feel is appropriate to collect items, which may include use of the Federal Reserve Bank. We are not responsible for the acts of any third party we use for the collection of items including responsibility for lost items. If we use a local clearinghouse in the collection of items, you authorize us to do so and to act in accordance with any applicable rules and regulations. We may permit you to withdraw funds from your Account before final settlement has been made, however, if final settlement is not made, we have the right to charge your account or otherwise require you to repay such funds.

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## Overdraft Protection

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To the extent permitted by law, you authorize us to transfer funds from your Regular Share Savings Account in necessary multiples (or in such increments as we may from time to time determine) to your Account to cover any overdraft. Transfers will be made first from your regular share account then from your Line of Credit if available, provided you have enough funds and/or available credit. If available to you we may then transfer from Courtesy Pay up to your approved limit. Any overdraft transfers from your Regular Share Savings Account will be subject to a transfer fee. You hold us harmless from any and all liability which might otherwise exist if a transfer does not occur.

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## Expenses

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If we incur any costs or expenses as a result of any attachment, garnishment, or levy against your Account, you will reimburse us for such costs or expenses and we may charge such costs and expenses to your account.

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## Inactive or Dormant Accounts

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Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) are considered dormant. We have no liability if your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

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## Lien Impressments of Set-Off

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You agree that we may impress and enforce a statutory lien upon your Accounts with us to the extent you owe us any money and we may enforce our right to do so without further notice to you. We have the right to set-off any of your money or property in our possession against any amount you owe us. The right of set-off and our impressed lien does not extend to any Traditional, Roth, or Educational IRA or similar tax deferred deposit you may have with us. If your Account is owned jointly, our right of set-off and our impressed lien extends to any amount owed to us by any of the Joint Owners.

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## Minimum Balance Requirements, Fees, and Service Charges

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You agree to pay us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in our Agreements and Disclosures provided to you when you opened your account. In any case and with proper notice to you, fees, charges, balance requirements, and deposit requirements may be changed by us from time to time.

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## Nonsufficient Funds Returns

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Any check or pre-authorized transfer presented to us for payment on your Account when your Account lacks sufficient collected funds to pay for any such item may, at our option, be returned for nonsufficient funds or we may honor any such item and charge you a fee for doing so.

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## Suspension of Services

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We have the right to suspend the benefit of any credit union services to you at any time for reasonable cause. At our discretion, we also have the right to pay any check presented for payment on your Account after your Account is closed or suspended and to recover such amount paid from you. Account services are available to those members in good standing with the credit union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have (a) a delinquent loan; (b) a savings balance below the \$5.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; or (f) caused a financial loss to the credit union.

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## Assignability

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You may not assign or transfer any interest in your Account.

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## Agreements and Disclosures

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The Agreements and Disclosures provided to you at the time you opened your Account and referred to throughout this Agreement, contain (a) a list of fees and charges applicable to your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to your Account.

Agreement and Disclosures may be amended by us from time to time in a manner as prescribed by law.

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## Stop Payments

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You may ask us orally to stop payment on a check(s). For any such request to remain valid, however, you must also supply us with a written request within fourteen (14) days after you make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order of Stop Payment form related to any such request. Your request must be given to us in a timely manner so that we have a reasonable opportunity to act on your request. A written stop payment request is effective for six (6) months. If at the end of six (6) months you request us to continue the stop payment order, that request will be treated as a new request. We are not liable if we pay a check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care.

In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check. If we do pay a check for which you have requested a stop payment and as a result any other item is returned unpaid by us due to nonsufficient funds, we are not liable for any consequences resulting from such action. If your Account is a joint account, any Joint Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If you ask us to stop payment on a pre-authorized transfer, your request will be processed under the provisions of our Electronic Funds Transfer Agreement with you. Stop payment requests are also subject to the terms and conditions of the Order of Stop Payment form related to any such request. You will be charged a fee for each check stop payment that you request.

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## Checks and Other Account Access Devices

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We may reject any check, or other access device, which does not meet our standards for acceptance, whether such standards are established by law, regulation or our own policy.

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## Postdated, Stale or Overdraft Checks

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You understand that postdating a check will have no effect on whether or not it is honored prior to or after the date of any such check. A stale check is any check received by us by the earlier of six (6) months or more after the date on the check or any expiration date printed on the check. We may pay or refuse to pay any postdated, stale or overdraft check, or any other item presented for payment on your Account without any liability.

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## Check Safekeeping

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Check safekeeping is automatic on your Account. You understand that canceled checks retained by us are later destroyed after a reasonable period of time. If you subsequently request a copy of a check and we are unable to supply it, then we shall not be liable for any damage you may sustain in excess of the face amount of the involved check. You will be charged a fee for each copy, for each check, you request.

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## Periodic Statements

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You will be provided with a periodic statement showing activity on your Account. If you believe any statement reflects any discrepancies, you must notify us of such discrepancies within sixty (60) days from the date we mailed the statement to you. If the discrepancy noted is the result of an electronic funds transfer, then the provisions of our Electronic Funds Transfer Agreement with you will control resolution of the matter.

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## Amendments

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This Agreement may be amended by us at any time, in which case we will provide you with a notice of amendment as required by law or regulation.

## Organizational, Partnership or Corporation Accounts

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If your Account is an organizational, partnership or corporate account, you will supply us with a separate authorization informing us of the authorized signers for the Account and provide any other related documents if we request you to do so. We require the individual opening the Account be a member in good standing and that a majority of the partners, owners or organizational members be individually eligible for membership.

## Notification of Address Change

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You will notify us promptly in writing with your signature if you move or otherwise have a change of address. In the event we are unable to locate you, you agree to pay all fees associated with maintaining an invalid address in our records and any costs and locator fees incurred in our locating efforts.

## Waivers

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You agree and understand that our failure or delay to exercise any right, remedy, power, or privilege to us pursuant to this Agreement shall not affect or disallow our future exercise of that right, remedy, power, or privilege.

## Governing Law

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

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## Funds Availability Disclosure

This policy disclosure describes your ability to withdraw funds at Michigan Legacy Credit Union. It only applies to the availability of funds in "transaction accounts" subject to Regulation CC. Generally, transaction accounts are accounts that do not limit the number or types of withdrawals or transfers that may be made from the account. The credit union reserves the right to delay the availability of funds deposited to accounts not governed by Regulation CC for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy disclosure.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposits.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that deposit was made on the next business day we are open.

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 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.

**DEPOSIT AT NON-PROPRIETARY AUTOMATED TELLER MACHINES (ATMS) - Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth (5th) business day after the date 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.**

**DEPOSIT AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMS) -** The first \$200 of funds deposited at an ATM may be available on the same day we receive your deposit. Except for deposits of checks drawn on the U.S. Treasury. Funds deposited at MICHIGAN LEGACY CREDIT UNION ATMS (proprietary) of more than \$200 are subject to a special two-business-day hold to enable the Credit Union to verify the deposit. The special hold is automatically placed through the second (2nd) business day following the day of deposit such that you may have access to your funds on the second (2nd) business day after the day of deposit. Some checks may take longer but you will be notified if the hold extends beyond this period.

**FOREIGN CHECKS -** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

## Longer Delays May Apply

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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. However, the first \$200 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all of the funds available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from your 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:

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

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

## Special Rules for New Accounts

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The following special rules will 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 the deposit is received. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the 10th business day after the day of your deposit.

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# Truth-in-Savings Disclosure

## Disclosure of Terms Applicable to All Member Accounts

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

Dividends will begin to accrue on the business day you deposit cash or non-cash items (e.g. checks) to your account.

The minimum required to open any account is the purchase of a \$5 par value share in the credit union.

Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

**The credit union reserves the right to require sixty (60) days' notice of intention to withdraw shares and thirty (30) days' notice of intention to withdraw term shares, unless the withdrawal is on the maturity date of the account or within ten (10) days thereafter.**

### Fees and Charges

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Please see the attached copy of our fee schedule for the following fees and charges:

- Monthly maintenance fee
- Account closure fee (within first 6 months)
- Non-sufficient funds fee
- Non-available funds fee
- ACH non-available funds fee
- Returned deposit item fee
- Courtesy pay fee
- Overdraft transfer
- Manual posting/ transfer fee
- Account reconciliation
- Stop payment fee
- Cashier's check
- Money order
- Wire transfer
- Copy of statement
- Canadian item
- Check copies
- Check printing

### Regular Share Savings Account

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#### Rate Information

The Dividend and the Annual Percentage Yield may change as determined by the Credit Union's Board of Directors. Please refer to the Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

#### Compounding and Crediting

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31).

#### Minimum Balance Requirements

The minimum balance to open this account is \$5. You must maintain a minimum daily balance of \$5 in your account to maintain membership. You must maintain a minimal average daily balance of \$100 in your account to obtain the disclosed Annual Percentage Yield. There is a monthly maintenance fee on this account if the aggregate balance of all your shares fall below \$2,500 or if the balance of your aggregate loan accounts falls below \$3,500 at any time during the month. (This does not apply to members under 21 or over 60)

#### Earnings Computation Method

We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

#### Accrual of Dividends

Dividends will begin to accrue on the business day you make a deposit. If you close your regular share savings account before dividends are paid, you will not receive the accrued dividends.

#### Account Restrictions and Features

During any monthly period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, ATM/debit card, if applicable, or similar order to a third party.

#### Fees and Charges

Please see the list of fees and charges found with this brochure.

### Checking Account

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#### Rate Information

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors. Please see the attached Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

#### Compounding and Crediting

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31).

#### Minimum Balance Requirement

There is no minimum balance requirement for this account.

#### Earnings Computation Method

We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

#### Accrual of Dividends

Dividends will begin to accrue on the business day you make a deposit. If you close your checking account before dividends are paid, you will not receive the accrued dividends.

[Account Restrictions and Features](#)

No transaction limitations apply to this account.

[Fees and Charges](#)

Please see the attached copy of fees and charges found with this brochure.

**Money Market Savings Account**

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[Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors. Please see the attached Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

Rates are determined depending on your average daily balance. Rates are set for deposits amounting:

- \$2,000.00 - \$4,999.99
- \$5,000.00 - \$24,999.99
- \$25,000.00 - \$99,999.99
- \$100,000.00 and over

[Compounding and Crediting](#)

Dividends on the account will be compounded the last day of each month and will be credited to the account the last day of each month.

[Minimum Balance Requirements](#)

The minimum required to open this account and be paid dividends is \$2,000. You must maintain a minimum average daily balance of \$2,000 in your Money Market Savings Account to obtain the disclosed Annual Percentage Yield. Balances under \$2,000 will receive the disclosed APY rate of the regular savings.

[Earnings Computation Method](#)

We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

[Accrual of Dividends](#)

Dividends will begin to accrue on the business day you make a deposit. If you close your money market savings account before dividends are paid you will not receive the accrued dividends.

[Account Restrictions and Features](#)

During any monthly period, you may not make more than 6 withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. No more than 3 of the 6 transfers may be made by check, draft, ATM/debit card, if applicable, or similar order to a third party.

[Fees and Charges](#)

Please see a copy of our fee schedule found with this brochure.

**Holiday Club Savings Account**

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[Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors. Please see the attached Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

[Compounding and Crediting](#)

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31).

[Minimum Balance Requirements](#)

The minimum balance to open this account is \$5. You must maintain a minimum daily balance of \$5 in your account to keep it open.

[Earnings Computation Method](#)

We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

[Accrual of Dividends](#)

Dividends will begin to accrue on the business day you make a deposit. If you close your Holiday Club savings account before dividends are paid you will not receive the accrued dividends.

[Account Restrictions and Features](#)

The balance in this account will be transferred to your Checking Account, if you do not have a checking account funds will be transferred into your Regular Share Savings account between October 1st and November 5th of each year.

[Fees and Charges](#)

Please see a copy of our fee schedule found with this brochure.

**Traditional, and Roth Individual Retirement Accounts and Coverdale Education Savings Accounts**

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[Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors. Please see the attached Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

[Compounding and Crediting](#)

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31).

[Minimum Balance Requirements](#)

The minimum balance to open this account is \$5. You must maintain a minimum daily balance of \$5 in this account to keep it open.

[Earnings Computation Method](#) We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

#### [Accrual of Dividends](#)

Dividends will begin to accrue on the business day you make a deposit. If you close your IRA account before dividends are paid you will not receive the accrued dividends.

#### [Account Restrictions and Features](#)

Please refer to the Traditional IRA Custodial Agreement and The Traditional IRA Disclosure Statement or Roth IRA Custodial Agreement and The Roth IRA Disclosure Statement or Coverdale Education Custodial Agreement and The Coverdale Education Savings Disclosure Statement for information regarding transaction limitations on your Traditional or Roth IRA Savings Account or Coverdale Education Savings Account.

#### [Fees and Charges](#)

Please see the list of fees and charges found with this brochure.

### **Traditional, and Roth IRA and Coverdale Education Certificate of Deposit Accounts**

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#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors. Please see the attached Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

#### [Compounding and Crediting](#)

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31) and on the date of maturity. If you close your Certificate of Deposit Account before accrued dividends are credited, you will receive accrued dividends up to the date closed.

#### [Minimum Balance Requirements](#)

The minimum deposit to open this account and be paid dividends is \$500.

#### [Earnings Computation Method](#)

We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

#### [Accrual of Dividends](#)

Dividends will begin to accrue on the business day you make a deposit.

#### [Fees and Charges](#)

If you withdraw any principal before the maturity date of the Certificate, you will be assessed a penalty of sixty (60) days of dividends. If necessary, any applicable penalty may be deducted from the principal amount. 60-day penalty waived for IRA owners who must receive a required minimum distribution once a year. The penalty is limited to the interest earned to date on the Certificate. Please refer to the Traditional IRA Custodial Agreement and The Traditional IRA Disclosure Statement or Roth IRA Custodial Agreement and The Roth IRA Disclosure Statement or Coverdale Education IRA Custodial Agreement and The Coverdale Educational IRA Disclosure Statement for additional information regarding penalties and special withholding rules that could apply in the event you withdraw from this account.

#### [Account Restrictions and Features](#)

After a Certificate is opened, you may not make any deposits into or withdrawals from this account until the date of maturity. 60-day penalty waived for IRA owners who must receive a required minimum distribution once a year. Please refer to the Traditional IRA Custodial Agreement and The Traditional IRA Disclosure Statement or the Roth IRA Custodial Agreement and The Roth IRA Disclosure Statement or the Coverdale Education IRA Custodial Agreement and The Coverdale Educational IRA Disclosure Statement for information regarding transaction limitations on your Traditional or Roth IRA Certificate or Coverdale Education Certificate of Deposit Account.

#### [Renewal policy](#)

Your Term Share Certificate of Deposit Account will automatically renew at maturity for the same time period and at the dividend rate in effect on the maturity date for that account. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

### **Certificate of Deposit Account**

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#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors. Please see the attached Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

#### [Compounding and Crediting](#)

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31) and on the date of maturity. If you close your Term Share Account before accrued dividends are credited, you will receive accrued dividends up to the date closed.

#### [Minimum Balance Requirements](#)

The minimum deposit to open this account and be paid dividends is \$500.

#### [Earnings Computation Method](#)

We use the daily balance method is the application of a daily periodic rate to the full amount of principal in the account each day.

#### [Accrual of Dividends](#)

Dividends will begin to accrue on the business day you make a deposit.

#### [Account Restrictions and Features](#)

After a Certificate is opened, you may not make any deposits into or withdrawals from this account until the date of maturity. After a Certificate of Deposit is opened, you may not make withdrawals from this account until the date of maturity.

#### [Fees and Charges](#)

In addition to the list of charges found in this brochure, the following specific fees and charges may be assessed against your Certificate of Deposit: If you withdraw any principal before the maturity date of the Certificate, you will be assessed a penalty of sixty (60) days of dividends. If necessary, any applicable penalty may be deducted from the principal amount.

#### [Renewal Policy](#)

Your Certificate of Deposit Account will automatically renew at maturity for the same time period and at the dividend rate in effect on the maturity date for that account. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

### **Kids Super Saver Add-on Certificate of Deposit Account**

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#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors. Please see the attached Michigan Legacy Credit Union Rate Sheet for current Dividend Rates and Annual Percentage Yields or call your local branch: Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

[Compounding and Crediting](#)

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31) and on the date of Maturity. If you close your Kids Super Saver Add-On Certificate Account before accrued dividends are credited, you will receive accrued dividends up to the date closed.

[Minimum Balance Requirements](#)

The minimum deposit to open this account and be paid dividends is \$100.

[Earnings Computation Method](#)

We use the daily balance method is the application of a daily periodic rate to the full amount of principal in the account each day.

[Account Restrictions and Features](#)

After a Term Share Certificate is opened, you may make deposits into the account. The minimum deposit amount is \$10. There are no restrictions to the number of deposits made. There are no withdrawals allowed until the date of maturity.

[Fees and Charges](#)

In addition to the list of charges found in this brochure, the following specific fees and charges may be assessed against your Term Share Certificate of Deposit: If you withdraw any principal before the maturity date of the Term Share Certificate, you will be assessed a penalty of sixty (60) days of dividends. If necessary, any applicable penalty may be deducted from the principal amount.

[Renewal policy](#)

Your Kids Super Saver Add-On Certificate of Deposit Account will automatically renew at maturity for the same time period and at the dividend rate in effect on the maturity date for that account. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

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## Privacy Policy Disclosure and Statement

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**FACTS:** What does Michigan Legacy Credit Union do with your personal Information?

**WHY?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to know what we do.

**WHAT?** The types of information we collect and share depend on the products and services you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Account transactions and checking account information
- Name and Address

If you are *no longer* our member we continue to share information described in this notice.

**HOW?** All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Michigan Legacy Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information:	Does share?	Can you limit this sharing?
<b>For everyday business purposes –</b> Such as to process transactions, maintain your account(s), respond to court orders or internal investigations, or report to credit bureaus.	Yes	No
<b>For marketing purposes –</b> To offer our products and services to you.	Yes	Yes
<b>For joint marketing with other financial companies –</b>	Yes	Yes
<b>For our affiliates' everyday business purposes –</b> Information about your transactions and experiences. Information about your credit worthiness.	Yes No	No We do not share
<b>For non-affiliates to market to you –</b>	No	We do not share

**To limit our sharing there are four ways to change the available options:**

- Go to It's Me 247 our home banking service and click on 'My Preferences' at the top of the screen, then 'My Contact Options' on the left menu toward the bottom.
- Call a member service representative at any local branch offices.
- Send us your request by clicking on the 'Contact Us' option at the bottom menu of our website(s) do NOT include your account number.
- Mail your request to any of our branch offices.

**Questions?** Call toll free 800.552.8643 or visit us at [www.michiganlegacycu.org](http://www.michiganlegacycu.org)

**Who we are:**

**Who is providing this notice?**

Michigan Legacy Credit Union. We are registered with the Michigan office of Financial and Insurance Regulation.

## What we do:

### How does Michigan Legacy Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Michigan Legacy Credit Union regularly tests and assesses its information security measures, systematically trains employees, and adopts upgrades and enhancements as necessary to protect your information.

### How does Michigan Legacy Credit Union collect my information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card
- Credit union website

We also collect your personal information from others, such as credit bureaus, affiliates, and/or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

## Definitions:

**Affiliates:** Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include:

- Affinity Foundation for Michigan Kids
- Affinity Group Services LLC
- Mortgage Center

**Non-Affiliates:** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Michigan Legacy Credit Union does not share with non-affiliates.

**Joint Marketing:** A formal agreement between non-affiliated financial companies that together market financial products or services to you. Our joint marketing partners include investment, insurance, other financial services companies, and marketing & advertising firms including:

- LPL Financial
- CUNA Mutual

## Electronic Fund Transfer Services and Member Agreement

### Notice Regarding Electronic Fund Transfer Services

#### ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the Electronic Funds Transfer (EFT) services offered to you by Michigan Legacy Credit Union (credit union). In this agreement, the words you, your 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) means the credit union. The word (account) (you) means any one or more savings/share and checking/share draft accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. 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.

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve 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 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 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 payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds 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 as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

1. **EFT SERVICES** - If approved, you may conduct any one or more of the EFT services offered by the credit union.

- **ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the credit union, and such other machines or facilities as the credit union may designate. At the present time, you may use your card to:
  - Make deposits.
  - Withdraw funds.
  - Transfer funds.
  - Obtain balance information.
  - Make loan payments.
  - Access your Line of Credit account.

The following limitations on the frequency and amount of ATM transactions may apply:

- You may withdraw up to 15 times in any one day. POS transactions are included in the daily limit of 15 withdrawals.
- You may withdraw up to a designated maximum, not to exceed the available balance in your account, dependent on your credit worthiness, in any one day.
- You may purchase up to a designated maximum, not to exceed the available balance in your account, dependent on your credit worthiness, in any one day.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

#### ATM Options

- Make deposits.
- Withdraw funds.
- Transfer funds.
- Obtain balance information.
- Make loan payments.



- Access your Line of Credit account.
- b. **Debit Card.** You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction; you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your card and personal identification number (PIN) in ATMs of the credit union, and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

#### Debit Card Options

- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard/VISA.
- Order goods or services from places that accept MasterCard/VISA.

#### The following limitations on the frequency and amount of ATM/Debit Card transactions may apply:

- There is no limit on the number of ATM/Debit Card purchases you make per day for signature-based transactions.
- Purchase amounts are limited to the available amount in your account, when done through the MasterCard/VISA network.

#### ATM Limitations

- You may withdraw up to 15 times in any one day. POS transactions are included in the daily limit of 15 withdrawals.
- You may withdraw up to a designated maximum, not to exceed the available balance in your account, dependent on your credit worthiness, in any one day.
- You may purchase up to a designated maximum, not to exceed the available balance in your account, dependent on your credit worthiness, in any one day.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

- c. **Telephone Teller (Audio Response).** If we approve the Telephone Teller (Audio Response) for your accounts, a personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use the Telephone Teller (Audio Response) to:

- Withdraw funds by check.
- Transfer funds.
- Obtain balance information.
- Make loan payments.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information.
- Obtain deposit information.

Your accounts can be accessed under the Telephone Teller (Audio Response) via a touch-tone telephone only. The Telephone Teller (Audio Response) service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The credit union may set other limits on the amount of any transaction, and you will be notified of those limits. The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

#### d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
  - See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made, and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- e. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

- f. **Online Banking.** If we approve Online Banking for your accounts, a personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Online Banking to:

- Obtain account information
  - Balances
  - Transfer history
  - Check clearing
  - Deposits
  - Withdrawals
  - Access credit card information
- Transfer funds
  - To another account
  - To and from loan
  - Request check
  - Setup recurring transfers
- Setup account alerts
- Pay bills
- Apply for loans
- Order checks
- Send an email
- Change pin
- Access online statement
- Change email address
- Enhanced login security

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All check requests are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries, transfers, or check requests you may make in any one day.
- There is no maximum transfer amount per transaction. No transfer or check request may exceed the available funds in your account.

g. **Online Bill Pay.** We will process bill payment transfer requests only to those creditors the credit union has designated in the User Instructions and such creditors as you authorize. We will not process any bill payment transfer if the required transaction information is incomplete. You understand that you are in full control of your account. You agree that, if at any time you decide to discontinue use of bill paying service, you will provide written notification to the Credit Union. In the event that you do not use our Bill Payment service within 90 calendar days, the Credit Union reserves the right to discontinue this service. You may reapply at any time for use of this service. Your use of the bill paying service constitutes your agreement to these terms and conditions. By your use of the bill payment service, you authorize the Credit Union to post payment transactions generated by Online Bill Pay from the bill paying service to the transaction account you select. We will withdraw the designated funds from your selected transaction account for bill payment transfer by the designated cut-off time on the date you schedule for payment. Payments may take up to ten (10) business days to reach the Payee, and payments will be sent either electronically or by check. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor, and the Credit Union is not liable for any service fees or late charges levied against you.

- There is no limit on the number of bill payments per day.
- There is no maximum amount of bill payments each day if there are sufficient funds in your account.

2. **TRANSFER LIMITATIONS** - For all savings, Club and Money Market accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

3. **CONDITIONS OF EFT SERVICES** –

- **Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person. Cards issued but not used for a term of six (6) months prior to expiration will not be reissued new cards.
- **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- **Foreign Transactions** – MasterCard/VISA. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard/VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard/VISA itself receives or the government-mandated rate in effect for the applicable central processing date, in each instance plus an additional 1%. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- **Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.
- **Joint Accounts.** If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this agreement. Each joint account owner is authorized to accept for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. **FEES AND CHARGES** - There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. **MEMBER LIABILITY/LOST OR STOLEN CARDS** - You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or any access code 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 a transaction was made with your card or card number without your permission, and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code 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 lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call your local branch:

Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

Or write to:

Michigan Legacy Credit Union  
144 East Pike St.  
Pontiac, MI 48342

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.

6. **RIGHT TO RECEIVE DOCUMENTATION** –

- **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/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.
- **Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, point-of-sale (POS)

terminal, or debit card transaction with a participating merchant. For transactions of \$15.00 or less initiated at an electronic terminal, a receipt need not be issued.

- **Direct Deposit.** If you have arranged to have a direct deposit 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 (321) 690-2328 or (800) 690-2338. This does not apply to transactions occurring outside the United States.
- **Receipts and statements are admissible as evidence.**

7. **ACCOUNT INFORMATION DISCLOSURE** - We will disclose information to third parties about your account or the transfers you make:
- As necessary to complete transfers;
  - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
  - If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
  - To comply with government agency or court orders; or
  - If you give us your written permission.
8. **BUSINESS DAYS** - Our business days are Monday through Friday, excluding holidays.
9. **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:
- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
  - If you used your card or access code in an incorrect manner.
  - If the ATM where you are making the transfer does not have enough cash.
  - If the ATM was not working properly and you knew about the problem when you started the transaction.
  - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
  - If the money in your account is subject to legal process or other claim.
  - If funds in your account are pledged as collateral or frozen because of a delinquent loan.
  - If the error was caused by a system of any participating ATM network.
  - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
  - If the telephone or computer equipment you use to conduct audio response or online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
  - If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
  - Any other exceptions as established by the credit union.
10. **REVERSAL OF TRANSACTION** - We will reverse an electronic fund transfer resulting from a point of sale transaction at a participating merchant (any merchant who has arranged to accept your card as a means of payment for goods or services) and credit your account for the full amount of the transfer if all of the following occur:
- a) You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the participating merchant of related goods in dispute, where returnable goods are involved.
  - b) The amount of the transaction is \$50.00 or more.
  - c) Within 4 calendar days following the transaction, we receive from you during our normal business hours, a written or oral request for reversal.
  - d) You verify the reverse order, notice, and assurance in writing within 14 calendar days following oral notification, on a form provided by us for that purpose. If written notification is not furnished, we shall reinstate the original debits and credits involved in the transaction to the extent of the available account balance.

11. **NOTICES** - All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

12. **BILLING ERRORS** - In case of errors or questions about electronic funds transfers from your savings and checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call your local branch:

Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

Or write to:

Michigan Legacy Credit Union  
144 East Pike St. Pontiac, MI 48342

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the credit union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation 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.

We will tell you the results within three (3) business days of 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.

\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error

involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

**NOTE:** If the error you assert is an unauthorized MasterCard transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

13. **TERMINATION OF EFT SERVICES** - You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated, and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.
14. **GOVERNING LAW** - This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Michigan, and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located. If You Believe We may have violated the laws governing Electronic Funds Transfers You may contact:  

Credit Union Division  
Office of Financial & Insurance Regulation  
333 S. Capital Avenue, Suite A  
Post Office Box 30224  
Lansing, MI 48933
15. **ENFORCEMENT** - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

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## Wire Transfer Agreement

These are the terms and conditions whenever you request a wire transfer of funds from your Account(s) with us based upon your oral or written request. We will provide wire transfer services as a means to initiate domestic and international transfers to you, subject to the terms of this Agreement, which you agree with by signing your application for membership with us at the time your Account was established.

1. Michigan Legacy Credit Union may establish or change cut-off times for the receipt and processing of funds transfers requests, amendments, or cancellations. Unless other times are posted for various types of funds transfer, the cut-off time will be at 4:00 p.m., on each weekday that the credit union is open which is not a holiday. We are not responsible for the accuracy of a routing number which you supply verbally and which is contained in your wire transfer request. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day processed accordingly.
2. The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one authorized Person is named, any one of them may issue payment orders on any designated Account.
3. You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by Your or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to us.
4. You agree to examine any statement or confirmation which we send You and to notify Us within 60 days after the mailing date on any statement or confirmation of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the requested time period. You agree that we are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.
5. We have no obligation to accept or execute any wire transfer request. We will provide You a telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.
6. If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.
7. You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective. The credit union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
8. The credit union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedures, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the credit union in writing that you do not agree to that security procedure. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree, in writing, on the alternate security procedure.
9. If you give the credit union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying bank account number, payment may be made by the beneficiary's bank on the basis of the identifying bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of the identification number you provided the credit union.
10. If you give the credit union payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
11. If the credit union receives a fund transfer for you or for other persons authorized to have access to your account, you agree that the credit union is not obligated to provide you with the next-day notice of the receipt for the funds transfer. The credit union will provide you with notification of the receipt of all funds transfers by including such items in the periodic statements, which we provide. You may, of course, inquire between receipts of periodic statements whether or not a specific funds transfer has been received.
12. We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your application for membership. If, for any reason, we are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, we may refuse to execute the transfer request. If we do so, we shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which you have agreed to with us. You will notify us immediately if you believe the confidentiality of the security procedures has been compromised and you shall act to prevent the security procedures from being further compromised.
13. We have no liability of any nature for delays or mistakes, provided we act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom we transmit funds whether such other parties were selected by you or us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour we have established. We will generally use the funds transfer system, but we may use any means and routes that we, in our sole discretion, consider suitable for the transmission of funds.
14. You agree that we have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount we can transfer from time to time during any business day, provided, however, that we will promptly notify you of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

15. We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by us which are subject to this Agreement, regardless of whether we know or should have known such damages might be incurred. We have no responsibility for any attorney fees that you might incur.
16. We may terminate this Agreement at any time by giving written or oral notice to you. Unless we terminate this Agreement, the Agreement shall remain in effect until we receive written notice of termination from you and have been afforded a reasonable opportunity to act on your termination notice. You may not assign this Agreement to any other party.
17. This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which we are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which we are chartered.
18. We may amend this Agreement, from time to time, by sending you a copy of any amendment at least thirty (30) days prior to its effective date. This Agreement may also be amended by a writing signed by you and us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon you or us.
19. If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

#### Information Collected from our Web Site

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At Michigan Legacy Credit Union, we believe that protecting the safety and privacy of our web site visitors is one of our fundamental responsibilities. The following information will help you understand how we protect the information gathered from our websites: [www.michiganlegacycu.org](http://www.michiganlegacycu.org):

Michigan Legacy Credit Union collects information such as:

- User name
- E-mail addresses
- Internet Service Provider address
- Access time and date
- Click streams and failed logon attempts

We collect this information for internal reporting of website statistics and product monitoring to improve services. Information obtained from our web site is kept secure, and access to that information is limited within the credit union to personnel who need to know the information to provide products or services to our members and to properly operate the credit union.

***This information about members and former members is never disclosed to third parties except as permitted or required by law.***

To enhance the personalization and performance of a user's experience and to secure an audit trail for Online Banking transactions, Michigan Legacy Credit Union utilizes "cookies" (very small files that a web site sends to the visitor's browser for record-keeping purposes). Cookies function as identification cards and also record the visitor's preferences. Cookies cannot deliver viruses. Users can set their browsers to deliver a message when a cookie has been sent, allowing them to decide whether to accept or reject it. However, to tailor web site content to our visitor's interests and to complete Online Banking transactions, all cookies must be accepted for Michigan Legacy Credit Union web site use. All of our cookies are temporary, which means they are active only as long as the user's browser is running and are deleted when the session has ended.

#### Web Site Security Measures

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Michigan Legacy Credit Union web site has security measures in place to protect against access, misuse, or alteration of your information. All sensitive transactions use Secure Socket Layer (SSL) encrypted network transmissions. (SSL was created for use in transmitting private information over the Internet and encrypts [converts data into secret code] information exchanged between a web browser and a web server). All online applications within our Online Banking program are housed on a secure web server. Michigan Legacy Credit Union may use feedback from visitors that is received via e-mail from our site to respond to inquiries, comments, or suggestions.

***This information about members and former members is never disclosed to third parties except as permitted or required by law.***

Michigan Legacy Credit Union asks that you do not send confidential information to us via e-mail. E-mail is not necessarily secure against interception. If your communication is sensitive, or includes personal information such as member numbers, credit card numbers, personal identification numbers, social security number, or date of birth, you should contact us by phone or regular mail. Our web site may contain links to other web sites. Michigan Legacy Credit Union is not responsible for the privacy practices of those sites. We encourage all users to read the privacy statement of all linked web sites.

Michigan Legacy Credit Union does not knowingly solicit data from children. We recognize that protecting children's' identities and privacy online is important and the responsibility to do so rests with both the online industry and parents.

If you have any questions regarding the privacy and security of your confidential information, please contact us at 248.334.0568.

