

MEMBERSHIP / ACCOUNT AGREEMENT FOR BUSINESSES AND OTHER ENTITIES

This is the Agreement between you (the member) and GENISYS CREDIT UNION (hereinafter "Credit Union"), whose principal place of business is located at 2100 Executive Hills Blvd., Auburn Hills, MI 48326, regarding your business accounts with the Credit Union. By establishing an account with the Credit Union through a membership card that makes reference to this Agreement, you agree that this Agreement is a binding contract between you and the Credit Union.

This Agreement is designed to allow certain businesses and other entities as more fully described below to join the Credit Union and to obtain various financial products and services offered by the Credit Union. For purposes of this Agreement, a sole proprietorship is regarded as a "business" even though it is one and the same as its owner as opposed to being a distinct entity.

You should retain a copy of this Agreement and feel free to call the Credit Union if you have any questions. This Agreement also includes certain disclosures required by law. Throughout this Agreement, the words "you", "your", "organization", and "business" mean the business or other entity that has signed a Membership Card which makes reference to this Agreement. The words "we", "our", "us", and "Credit Union" mean the Credit Union.

USA PATRIOT ACT NOTICE

Important Information about Procedures for Opening a New Account

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

NOTICE OF ARBITRATION PROVISION

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

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

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

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

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

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

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

Membership Eligibility

General. If your business is a sole proprietorship, you may open an account for it and maintain the account as long as you are a member of the Credit Union. A business or other entity that is not a natural person is eligible for membership in the Credit Union if on its own it qualifies for membership and if its shareholders, partners, owners, or members are composed of persons who are within the field of membership of this Credit Union.

Documentation. No organization, incorporated or otherwise, shall be eligible for membership in the Credit Union without substantiating its legal existence, to the reasonable satisfaction of the Credit Union, by providing such documentation as the Credit Union may, from time to time, require, and such Resolutions as may be required by the Credit Union. We reserve the right to require that you provide, and you agree to provide, any such documentation at any time. The Credit Union reserves the right to refuse membership to an organization when such organization is not properly registered with the State of Michigan or other jurisdiction.

While the individuals who comprise an organization, incorporated or otherwise, shall not be joint owners on an account created for the organization, each of the individuals signing the Business Membership Card as a Guarantor personally guarantees any obligation created by the organization owing to the Credit Union.

In addition to a Business Share Savings account, the Credit Union will make various types of financial products and services available to businesses and other organizations. These products and services are subject to change at any time, and you may not be eligible for all products and services offered by the Credit Union.

You understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Resolutions or other authorizing document on file at the Credit Union, and the organization and all persons who make any representation to the Credit Union concerning the Resolutions or other such document forever indemnify and hold the Credit Union harmless for distributions made in good faith pursuant to those Resolutions or other document. You further agree that it is your responsibility to notify the Credit Union when the terms of those Resolutions or any other document have been revoked, rescinded, revised, or in any way modified.

Becoming a Member. For an organization or sole proprietorship to become a member of the Credit Union, you (the organization) must (1) complete a Business/ Membership Application and Agreement, which is incorporated into this Agreement by reference; (2) open a Business Share Savings Account; and (3) open a Business Checking or Business Checking Plus Account. The basic share deposit that you must always keep in your Business Share Savings Account is \$5.00.

Business Share Savings Account

Deposits. A Business Share Savings Account is established by you designating the appropriate option on the Business Membership Application and Agreement. After you have established your Business Share Savings Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. This account is not transferable except on the Credit Union's books and records. Your interest in a Business Share Savings Account cannot be used as collateral for a loan with another financial institution unless we consent in writing and the transfer is reflected in our records. We may establish minimum amounts for deposits in your Business Share Savings Account. You can make deposits in person, by mail, or by any other means established by the Credit Union.

Withdrawing Money from Your Business Share Savings Account. As long as you have available funds in your account, and subject to any applicable state or federal laws and regulations, money can be withdrawn from your account by any method approved by the Credit Union. Withdrawals from this account will reduce earnings.

Rate and Annual Percentage Yield ("APY"). Your Business Share Savings Account will earn dividends at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate it pays on your Business Share Savings Account each dividend period. Refer to the Rate Schedule for our current dividend rates. This is a variable rate account. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. The applicable rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the account each day.

Compounding. We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will earn future dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate as set forth in our Rate Schedule.

For this account type, the dividend period is the calendar quarter. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded quarterly. The prospective dividend rate for each quarter will be determined in the last month of the previous quarter. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1.

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance Requirements. A minimum deposit of \$5.00 is required to open a Business Share Savings Account. You earn dividends on your Business Share Savings Account each day that your account balance is \$5.00 or more. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield. We reserve the right to adjust minimum deposit balance requirements from time to time.

How Withdrawals Affect Dividends. Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Transaction Limitations. There are no transaction limitations associated with this account.

Funds Availability. Funds from deposits you make into your Business Saving Account may not always be immediately available for withdrawal. Information about our funds availability policy is provided to you in our Funds Availability Policy.

Accrual of Dividends on Noncash Deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Fees: Please refer to our Fee Schedule for fees associated with this account.

Business Checking Account

The opening and maintenance of a Business Checking or Business Checking Plus Account is a condition of membership in the Credit Union. If you fail to maintain a Business Checking or Business Checking Plus Account, all of your business accounts will be closed.

Deposits. After you have established your Business Checking Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. You can make deposits in person, by mail, electronically, or by utilizing our remote deposit service. You can also arrange to have deposits made directly to your Business Checking Account(s) by participating payers. If you have a debit card, you may also make a deposit through automated teller machines equipped to accept deposits. Deposits may also be made at a night depository at those branch locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Withdrawing Money from Your Business Checking Account. As long as you have available funds in your Business Checking Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union. You may select checks from the current styles available. You agree that we may refuse to pay a check you write if it is presented at our offices by a person (other than a bank, clearing house, or governmental unit) who is not a member unless the presenter pays us the Non-Member Check Cashing Fee set forth in our Fee Schedule.

Transaction Limitations. There are no transaction limitations associated with this account.

Rate and Annual Percentage Yield ("APY"). Your Business Checking Account will earn dividends at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate it pays on your Business Checking Account each dividend period. Refer to the Rate Schedule for our current dividend rates. This is a variable rate account. The dividend rate and APY may change every calendar month as determined by the Credit Union. The applicable rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the account each day.

Compounding. We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will earn future dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate as set forth in our Rate Schedule.

For this account type, the dividend period is the calendar month. Dividends will be compounded monthly.

Crediting Dividends. Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance Requirements: You must maintain an average daily balance of \$2,500.00 in your Business Checking Account to avoid fees. This average daily balance requirement is waived for the month in which the Account is opened.

How Withdrawals Affect Dividends. Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Accrual of Dividends on Noncash Deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Fees: A fee will be assessed if the average daily balance during the month falls below \$2,500.00. Please refer to our Fee Schedule for fees associated with this account.

Business Checking Plus Account

The opening and maintenance of a Business Checking or Business Checking Plus Account is a condition of membership in the Credit Union. If you fail to maintain a Business Checking or Business Checking Plus Account, all of your business accounts will be closed.

Deposits. After you have established your Business Checking Plus Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. You can make deposits in person, by mail, electronically, or by utilizing our remote deposit service. You can also arrange to have deposits made directly to your Business Plus Checking Account(s) by participating payers. If you have a debit card, you may also make a deposit through automated teller machines equipped to accept deposits. Deposits may also be made at a night depository at those branch locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Withdrawing Money from Your Business Plus Checking Account. As long as you have available funds in your Business Checking Plus Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union. You may select checks from the current styles available. You agree that we may refuse to pay a check you write if it is presented at our offices by a person (other than a bank, clearing house, or governmental unit) who is not a member unless the presenter pays us the Non-Member Check Cashing Fee set forth in our Fee Schedule.

Transaction Limitations. There are no transaction limitations associated with this account.

Rate and Annual Percentage Yield ("APY"). Your Business Checking Plus Account will earn dividends at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate it pays on your Business Checking Plus Account each dividend period. Refer to the Rate Schedule for our current dividend rates. This is a tiered, variable rate account. The entire balance of the account will earn the rate associated with the tier into which the account balance falls. The dividend rate and APY may change every calendar month as determined by the Credit Union. The applicable rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the account each day.

Compounding. We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will earn future dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate as set forth in our Rate Schedule.

For this account type, the dividend period is the calendar month. Dividends will be compounded monthly.

Crediting Dividends. Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance Requirements: You must maintain a minimum average daily balance of \$10,000.00 in your Business Checking Plus Account to avoid the fee described below. This minimum average daily balance requirement is waived for the month in which the Account is opened.

How Withdrawals Affect Dividends. Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Accrual of Dividends on Noncash Deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Fees: A fee will be assessed if the average daily balance during the month falls below \$10,000.00. This fee may be waived if you have an open business loan in good standing with the Credit Union. Please refer to our Fee Schedule for fees associated with this account.

General Terms Applicable to All Business Checking Accounts

In addition to the other terms set forth in this Agreement it is agreed that:

- Only checks and other methods approved by Credit Union may be used to withdraw funds from the account.
- All non-cash payments received in this account will be credited subject to final payment.
- The front side of all checks shall at a minimum contain the legal or "doing business as" name of the Business or other entity.
- Credit Union is under no obligation to pay a check that exceeds the available balance in the account; however, Credit Union may pay such a check in accordance with the overdraft protection provisions below.
- Credit Union is under no obligation to pay a check that is over six (6) months old but may at its option pay such a check without notice to you.
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.
- Any electronic debit initiated by a third party against this account is deemed authorized by any signatory if the signatory voluntarily gives the third party information about the account and the Credit Union's routing number other than through physical delivery of a check. You may use information from your check to initiate a one-time electronic fund transfer from your account. If you pay for something with a check you may authorize your check to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic debits 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.
- Credit Union reserves the right to pay items drawn against the account in any order.
- The use of your Business Checking Account and/or Business Plus Checking Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

Direct Presentment of Check by Non-Member. If anyone presents a check drawn on your account for payment, we have the right to require such a presenter to identify him/herself to the Credit Union's reasonable satisfaction. If the person presenting the check is an agent for the payee rather than the actual payee, we also may require proof of the agency authority. We also reserve the right to take the time allowed by law before we inform the presenter of whether the item will be paid. If the payee of the check is someone other than (i) an account holder with the Credit Union, (ii) a financial institution or financial institution clearing house, or (iii) a governmental unit or entity, we also reserve the right to charge the presenter a direct presentment fee. The presenter will be informed of the fee prior to the Credit Union accepting the item. If the presenter refuses to pay the fee, you agree that you will not bring a wrongful dishonor claim against the Credit Union based on the presenter's choice to pursue dishonor remedies rather than paying the fee.

Funds Availability. Funds from deposits you make into your Checking Accounts may not always be immediately available for withdrawal. Please refer to our Funds Availability Policy for additional information.

Fees. We will not be liable for refusing to pay items presented if, at any time, fees or charges leave insufficient available funds in your account to cover the items.

Your Liability for Overdrafts. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS “YOUR LIABILITY FOR OVERDRAFTS” SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 1-800-521-8440, EXT. 5, MONDAY THROUGH FRIDAY, 9:00 AM TO 5:30 PM EASTERN STANDARD TIME OR VISIT YOUR LOCAL BRANCH.

A. GENERAL.

1. Standard Overdraft Practices and Overdraft Protection Plans. The Credit Union offers our standard overdraft practice which we call “Courtesy Pay Overdraft Service” as described in the “Courtesy Pay Overdraft Service” below. You can elect to decline this service at any time, which may result in your transactions being declined for non-sufficient funds (“NSF”) if the available balance in your account is insufficient to pay for your transaction. The Credit Union also offers an overdraft line of credit for qualifying members. This Overdraft Policy describes only our Courtesy Pay Service. If you have questions regarding applying for an overdraft line of credit, please contact the Credit Union for additional information.

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

3. What Does it Mean to Overdraw Your Account? “Overdrawing” your account means that there are not sufficient available funds (as described in Section C below) in your account to pay for a transaction, but we pay the transaction under our Courtesy Pay Overdraft Service, resulting in a negative “overdrawn” balance. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, preauthorized payments under our Bill Payment Service, debit card transactions, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet “available” according to our Funds Availability Policy.

B. PAYMENT OF OVERDRAFTS.

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

2. Fees Associated with Overdrawing Your Account – Courtesy Pay Fees. We assess a fee each time an item is presented for payment that we either pay, which results in an overdraft, or which we do not pay because payment of the item would have resulted in an overdraft had we paid it. If we pay an item in accordance with our Courtesy Pay Overdraft Service (described in more detail below), we will charge you a Courtesy Pay Fee. However, we will not charge you a Courtesy Pay Fee if the transaction amount is less than \$5.00, or if the transaction takes the account negative less than \$5.00. In addition, we will limit the number of Courtesy Pay Fees charged to five (5) per day, per account. Other than these specific restrictions, there is no limit on the total fees we can charge you for overdrafting your account.

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

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

C. YOUR CHECKING ACCOUNT BALANCE.

1. Actual Balance Versus Available Balance. Your checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, at a Credit

Union-owned ATM, or at a branch. It is important to understand how these two balances work so that you know how much money is **available to you** in your account at any given time. This section explains actual and available balances and how they work.

2. Your “Actual Balance”. Your “actual” balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered “available” for transactions on your account. The actual balance is also referred to as your “acct. balance” on Credit Union ATM receipts, your “balance” in mobile banking, and your “ledger” balance when you use our automated telephone banking system. Actual balance is referred to in bold numbers in online banking. Your actual balance reflects transactions that have posted to your account, but does not reflect transactions that have been authorized and are pending. While the term “actual” may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So, at that point, you have an actual balance of \$50, but you have already spent \$40.

3. Your “Available Balance”. Your available balance is the amount of money in your account that is available to you to use without incurring a fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your actual balance will be reduced by the amount of the posted transaction.

4. Your Available Balance and Non-Debit Card Transactions. For electronic funds transfers (ACH), checks, bill payment, and any other non-debit card transactions, we use your available balance at the time a transaction posts to determine whether your account is overdrawn and whether a fee will be assessed.

5. Your Available Balance and Debit Card Transactions. For debit card transactions, we use your available balance at the time a transaction is authorized to determine if each specific transaction will overdraw your account and whether a fee will be assessed. Your available balance may not reflect all of your debit card transactions. For debit card transactions involving merchant authorization holds, we look at the available balance at the time a transaction is authorized to determine whether the transaction will result in an overdraft and a fee. If your available balance is sufficient to cover a merchant’s authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant’s authorization request. If your available balance is insufficient to pay the amount requested by a merchant, we may decline the request or . . . If your available balance is insufficient to cover a merchant’s authorization request, we may choose to approve the authorization request. In the instance where your available balance was insufficient to cover a merchant’s authorization request at the time of authorization , and we choose to authorize the transaction using the Courtesy Pay Overdraft Service, we will charge a Courtesy Pay Fee on that transaction when it posts, regardless of the available balance in the account at the time of posting. We will not charge you a Courtesy Pay Fee if the transaction amount is less than \$5.00 or if the transaction takes the account negative less than \$5.00. In addition, we will limit the number of Courtesy Pay Fees charged to five (5) per day, per account. .

The following examples illustrate how this works:

Example A: Assume your actual and available balances are both \$50, and you use your debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your actual balance would remain \$50. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 posts to your account. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, if we pay the \$40 check under the Courtesy Pay Overdraft Service, we will charge you a Courtesy Pay Fee as disclosed in our Fee Schedule, which will be deducted from your account, further increasing the overdrawn amount. When the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$20 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge was authorized when the available balance in the account was sufficient to cover the transaction, we will not charge you a Courtesy Pay Fee.

Example B: Assume your actual and available balances are both \$5, and you use your debit card at a store for \$25. If the store requests preauthorization in the amount of \$25, an authorization hold is placed on your account for \$25 using the Courtesy Pay Overdraft Service and a Courtesy Pay Fee is charged to this transaction because the available balance in your account is negative (less than \$0). Regardless of the available balance in your account at the time this transaction posts, you will be charged a Courtesy Pay Fee for this transaction.

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

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions including, but not limited to, car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to our Funds Availability Policy for information regarding the availability for withdrawal of your deposits.

D. HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.

There are basically two types of transactions in your account: (1) credits or deposits of money into your account, and (2) debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid in the order received; ACH items in each presentment file post credits first in the order presented, then debits in the order presented, and generally we will receive up to four ACH presentment files per day; ATM/POS items are paid in the order they are presented. Transactions performed in person, such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed. Why this is important to you: The order in which items are paid is important if the account does not contain sufficient available funds to pay all of the items that are presented. If an item is presented for payment and your available balance is insufficient to pay it, we may, at our discretion, pay the item pursuant to our Courtesy Pay Overdraft Service, or return the item (NSF).

The foregoing is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

E. AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS.

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

2. How Does an Authorization Hold Affect Your Available Balance? Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

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

4. Length of an Authorization Hold. We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account, which will decrease your available balance. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

F. COURTESY PAY OVERDRAFT SERVICE

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

2. What Overdraft Transactions are Covered? Courtesy Pay is available for the payment of checks, preauthorized payments under our Bill Payment Service, ACH drafts, everyday and recurring debit transactions. Courtesy Pay is not available for ATM transactions.

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

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your primary savings account does not have a positive balance;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;

- You use the Service to pay items written to check cashing agencies;
- You have an unresolved prior loss with us; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

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

5. Notification. If you qualify for Courtesy Pay, we will notify you that Courtesy Pay has been added to your account. However, we may refuse to pay an overdraft at any time, even though we may have previously paid overdrafts. We have no obligation to notify you before we pay or return any item. It is important to remember that Courtesy Pay is a purely discretionary benefit offered by the Credit Union. If at any time we determine that your account is no longer eligible for Courtesy Pay for any reason, we can discontinue it immediately without notice to you.

6. How Courtesy Pay is Administered. If you are eligible for the Service, we will generally pay your overdraft items up to a maximum of \$1,000, including fees. We are not required to notify you of any nonsufficient funds checks, ACH items, or other transactions that may have been paid or returned. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

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

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

9. Transfers to Cover Overdrafts. You understand and agree that we have the right to transfer available funds to your Business checking account from any of your other Business account(s) with us (and , in an amount equal to the overdraft and related fees.)

10. Right of Setoff. In addition to any other rights that we may have, you agree that any deposits, future deposits, or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you decline Courtesy Pay (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law.

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

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

13. Your Right to Decline Courtesy Pay. You may decline Courtesy Pay. If you prefer not to have the Service, visit us in a branch, contact us at 1-800-521-8440 ext. 5, or write to us at 2100 Executive Hills Blvd., Auburn Hills, MI 48326, and include your name, member number and a statement that you are declining the Credit Union's Courtesy Pay Service and we will remove the Service from your checking account. If you decline the Service, you will still be charged an NSF Fee for each item returned each time an item is presented for payment and returned unpaid due to an insufficient available balance.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS "YOUR LIABILITY FOR OVERDRAFTS" SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 1-800-521-8440, EXT. 5, MONDAY THROUGH FRIDAY, 9:00 AM TO 5:30 PM EASTERN STANDARD TIME OR VISIT YOUR LOCAL BRANCH WHERE HOURS MAY DIFFER

Drafts; Statements. Your cancelled checks will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. They may also be truncated earlier in the check clearing process, such as by the bank into which the payee deposits them. This may be done either pursuant to a contractual electronic presentment process or under a federal law commonly referred to as "Check 21." Your monthly statement will itemize your cancelled checks by number, date of clearing and the amount of the check. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed, electronically posted, or the statement is otherwise made available to you, even if the checks do not accompany the statement. We will provide a physical copy of a check when you so request or as required by law. There may be a small fee to obtain a copy of a check. Please refer to the Credit Union's Fee Schedule for fees associated with this type of account.

Stop Payments.

Stop Payment Order Request. Any authorized signer may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the account number, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Duration of Order. A stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

Liability. Fees for stop payment orders are set forth on the Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.

Check Legends. We will not be responsible for, and you hereby waive any losses or costs you incur as a result of, the payment by us of any check that contains any extraneous legends, for example, "void after 60 days," unless we agree otherwise.

Automated Processing. You recognize that Credit Union has adopted automated collection and payment procedures that rely primarily upon information encoded on to each item in magnetic ink. In recognition of this fact you agree that in paying or processing an item, Credit Union may disregard all information on the item other than the identity of the drawee bank, the amount of the item, and any information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with any other information on the item. You acknowledge that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight review of items.

High Yield Money Market Accounts

Deposits. A High Yield Money Market Account is established by you designating the appropriate option on the Membership Application and Agreement or, if it is established after your Business Share Savings Market Account is opened, by completing an Application to Add Account. After you have established your High Yield Money Market Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. You can make deposits in person, electronically, or by mail. You can also arrange to have deposits made directly to your High Yield Money Market Account(s) by participating payers. Deposits may also be made at a night depository at those locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Withdrawing Money from Your High Yield Money Market Account. As long as you have available funds in your High Yield Money Market Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"). Your High Yield Money Market Account will earn dividends at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate it pays on your High Yield Money Market Account each dividend period. Refer to the Rate Schedule for our current dividend rates. This is a tiered, variable rate account. The entire balance of the account will earn the rate associated with the tier into which the account balance falls. The dividend rate and APY may change every calendar month as determined by the Credit Union. The applicable rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the account each day.

Compounding. We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will earn future dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate as set forth in our Rate Schedule.

For this account type, the dividend period is the calendar month. Dividends will be compounded monthly.

Crediting Dividends. Dividends will be credited monthly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance Requirements: There is no minimum deposit required to open a High Yield Money Market Account. You must maintain a minimum daily balance of \$2,500.00 in your High Yield Money Market Account to obtain the disclosed annual percentage yield.

How Withdrawals Affect Dividends. Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Transaction Limitations. There are no transaction limitations associated with this account.

Accrual of Dividends on Noncash Deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Fees: Please refer to our Fee Schedule for fees associated with this account.

Business High Yield Savings Account

This account is being offered for deposits of new money to the credit union and is not intended for funds already on deposit or being transferred from another Genisys Credit Union account.

Deposits. A Business High Yield Savings Account is established by you designating the appropriate option on the Membership Application and Agreement or, if it is established after your Business Share Savings Account is opened, by completing an Application to Add Account. After you have established your Business High Yield Savings Account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement and any other additional disclosures we provide you. You can make deposits in person, electronically, or by mail. You can also arrange to have deposits made directly to your Business High Yield Savings Account by participating payers. Deposits may also be made at a night depository at those locations that have a night depository. Funds deposited to a night depository are considered deposited on the day on which the deposit is removed from such facility and is available for processing. The Credit Union is not responsible for deposits placed in the night depository until the depository is opened, and deposits are subject to count by the Credit Union.

Withdrawing Money from Your Business High Yield Savings Account. As long as you have available funds in your Business High Yield Savings Account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, money can be withdrawn from this account by any method approved by the Credit Union.

Rate and Annual Percentage Yield ("APY"). Your Business High Yield Savings Account will earn dividends at rates established by the Credit Union's Board from time to time. The Credit Union reviews the dividend rate it pays on your Business High Yield Savings Account each dividend period. Refer to the Rate Schedule for our current dividend rates. This is a tiered, variable rate account. The entire balance of the account will earn the rate associated with the tier into which the account balance falls. The dividend rate and APY may change every calendar quarter as determined by the Credit Union. The applicable rates will be available each business day at our office.

Daily balance computation method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the account each day.

Compounding. We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will earn future dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual dividend rate as set forth in our Rate Schedule.

For this account type, the dividend period is the calendar quarter. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded quarterly. The prospective dividend rate for each quarter will be determined in the last month of the previous quarter. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1.

Crediting Dividends. Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the last day of the applicable dividend period. Dividends that are credited to your account will be added directly into your account. If you close your account before dividends are paid, you will not receive the accrued but unpaid dividends.

Minimum Balance Requirements: The minimum deposit required to open a Business High Yield Savings Account is \$5.00. Minimum balance required to earn dividends is \$5.00.

How Withdrawals Affect Dividends. Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

Transaction Limitations. There are no transaction limitations associated with this account.

Accrual of Dividends on Noncash Deposits: Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Fees: Please refer to our Fee Schedule for fees associated with this account.

Other Terms and Conditions

Credit for Deposits. All deposits are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are fees for collecting your deposit, you promise to pay them. We may deduct them directly from your account. If we feel there is a reason, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay dividends on amounts subject to garnishment, levy or other legal process and to assess a fee for processing a garnishment, levy or other legal process; and we reserve the right not to pay dividends on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited dividends). Your account will be charged for any check or other deposited item that is returned or is uncollectible for any reason. You will not receive notice before such a charge is made. We will notify you after your account has been charged either with a separate notice or on your next periodic statement.

We may require all items presented for deposit, including items payable to cash or bearer, to be endorsed in our presence by one of your authorized representatives. We may in our sole discretion supply any missing endorsements on items deposited into your account.

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the Credit Union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement or requirements of the Uniform Commercial Code as adopted in Michigan. "Loss" for this purpose shall include any court costs and reasonable attorneys' fees related to the loss.

Any item presented to the Credit Union that is made payable to the business or other organization must be deposited into one of your accounts in full. If you wish to obtain cash, you must do so as a separate withdrawal transaction.

Funds Availability. If you make a deposit into any account you have with us, that money may not be available to you right away. Refer to our Funds Availability Policy for information regarding the availability of funds. Ask us at the time of deposit (or any time afterward) if you need to know when funds from any given deposit will be available.

Share Insurance. Your savings in the Credit Union are insured up to at least \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. For more information regarding share insurance, please refer to the NCUA brochure entitled "Your Insured Funds," which can be found at the Credit Union office or at www.ncua.gov. Because we are not authorized to provide legal advice, we cannot counsel you as to how to structure your accounts in order to maximize your account insurance protection.

Cash Withdrawal Limitations. For security reasons we may limit the amount of withdrawals that may be taken in cash from an account or by any given individual; we will establish such limits in our discretion from time to time. Please contact us if you have any questions about such limits.

Signatures. We may accept for deposit all checks, drafts, notes or other instruments signed or endorsed in writing, whether by rubber stamp or any other means. We may pay and charge your account for all checks, drafts or other items bearing your signature, or the facsimile signature(s) you designate, whenever they resemble the specimen furnished by you, regardless of by whom or by what means the actual or purported facsimile signature may have been affixed. The Credit Union shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, Credit Union may refuse to execute any facsimile request or order.

Fees and Charges. Any account may be subject to service charges in accordance with the Fee Schedule adopted by the Credit Union from time to time. You agree to pay us fees in connection with your accounts in accordance with the Fee Schedule then in effect (refer to the Fee Schedule for a current list of fees). We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any fees owed from any of your accounts. We reserve the right to waive any charges in our sole discretion.

Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying applicable legal requirements. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that

reduces the amount in an account to zero may automatically close that account. We are not liable for any check, draft, withdrawal or other order after an account is closed. Any drafts presented after the account has been closed will be returned unpaid. We reserve the right to advise consumer or commercial reporting agencies and other third parties of accounts closed for misuse.

Inactive Accounts. The Credit Union will consider your account inactive after 12 months of no consistent deposits or withdrawals on your account. This excludes dividends credited to your account by the Credit Union. State law determines when the Credit Union must turn these funds over to the State. For example, Michigan law permits the Credit Union to turn these funds over to the State after two years of no activity and requires the Credit Union to turn these funds over to the State after three years of no activity. Before turning funds from inactive accounts over to the State, the Credit Union will send notices as required by state law advising you of your rights. The Credit Union may charge a fee on inactive accounts. Please refer to our Fee Schedule. The Credit Union also reserves the right to close any account for inactivity.

Statement. You will receive a periodic statement (normally monthly) for your Business Checking Account. You will receive a periodic statement (normally quarterly) for your Business Share Savings Account or other savings accounts unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Business Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file.

You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You are in the best position to detect an unauthorized signature, a forged endorsement, or an alteration. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within 30 days of the mailing date of the earliest statement containing those items, unless another time period is required by state or federal law. You agree to cooperate with us in any investigation we reasonably believe is necessary in connection with an assertion by you of fraud concerning your accounts, including making a principal of the organization available for in person interviews and providing relevant information under oath. The Credit Union will not be liable if items were forged or altered such that the fraud could not be detected by a reasonable financial institution.

Agreement. This Agreement shall be effective and shall govern all share/deposit accounts with us. By signing a Business Membership Application and Agreement, signing any application to add an account after your Business Share Savings Account has been established, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement and to all amendments to this Agreement. This Agreement shall supersede all previous agreements for such accounts.

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

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires that you submit a new Business Application for a name change. The Credit Union requires all notices of change in address to be in writing. Notices to us should be sent to:

GENISYS CREDIT UNION
2100 Executive Hills Blvd.
Auburn Hills, MI 48326

If enrolled in online banking, Members may also submit notices of change of address by logging in to online banking and entering the change there.

Other Notices. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement, or will be sent to you electronically if you have elected to receive notices electronically. We reserve the right not to send notice for accounts we consider inactive.

Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, or when sent by us if you have elected to receive notices electronically.

Indemnity. If, by following your instructions, we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any losses, expenses, liabilities or damages including actual attorneys' fees resulting from such a claim or suit. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

You agree as set forth above to provide sufficient funds to cover any overdraft and any penalties assessed upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft, including, without limitation, reasonable attorney's fees and the costs of litigation, to the extent permitted by law.

You agree to indemnify and hold us harmless from any liability loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that we incur as a result of any dispute involving your account, including any loss, costs, or expenses resulting from a delay in the forward collection or return of any check you deposit caused by improper placement of endorsements or other material on the back of the check that affects the ability to endorse the items as required by federal regulations. You authorize us to deduct any such loss, costs, expenses, or attorney's fees from your account without prior notice to you.

In the event we become a party to any legal proceedings between you and any third parties or between members of your organization, you agree to indemnify us and hold us harmless from any liability for any loss, costs, or expenses, including reasonable attorney's fees, to the extent permitted by law, that we incur as a result of any such proceeding. We may exercise our right of offset to recover such amounts from your accounts. This obligation includes situations that cause us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

Severability. If any provision or portion of this Agreement is found by any court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason, the enforceability of the remaining provisions or portions shall not be affected thereby.

Accounts Not Transferable. None of your accounts are transferable, except on the Credit Union's books and records, without the Credit Union's prior written consent.

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

Offset. If you owe us money as a borrower, guarantor, endorser, or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. You agree that we may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by an individual's residence, unless prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are non-assignable and nontransferable to third parties.

Telephone Requests. You agree that funds in any of your accounts with us can be transferred upon the telephone request of any authorized signer on the account. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order. Please refer to our Fee Schedule for the fees associated with this service.

Information About Your Accounts. You authorize us to share information concerning your accounts with other entities as permitted or required by law, including affiliates of the Credit Union.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. In lieu of expenses other than attorneys' fees, we may charge a Legal Process Fee as set forth in our Fee Schedule. Any legal process against your account is subject to our lien and security interest.

Costs for Failure to Follow Agreement. You are liable to us for any losses, costs, and 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 proceeding 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.

Cooperation in Loss Recovery Efforts. You agree to fully cooperate in any effort we undertake to recover funds that were taken from your account without authorization. For example, you will sign affidavits of loss or forgery that may be required by our insurance company. You also agree to cooperate fully in any prosecution that may be initiated by the proper authorities pursuant to us filing a complaint about unauthorized activities involving your account. If a loss is the result of our actions (we lose a check you deposited, for example), you agree to help us to recover the loss, but we will be responsible for all expenses involved.

Standard of Care. Except where applicable law or this Agreement provides otherwise, we will not be liable for any events not involving our intentional misconduct or gross negligence.

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

Special Account Instructions. You may request that we facilitate certain business or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your business or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by you such as adding or closing an account or service, must be evidenced by a signed account change form and accepted by us.

Changes Requested by You. Account changes requested by you, such as adding or closing an account or service, must be submitted to us by your completion of a new Business/Other Entity Membership Application and Agreement, and must be accepted by us.

Termination of Account(s) and Service(s). We, in our sole discretion, may terminate, limit or restrict, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services and electronic services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s). We may also require you to apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft protection plan with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s) or any other abuse of any of your accounts(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate your account by notifying us in writing. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us.

Negative Information Notice. We may report information about your loan, share, or deposit accounts to consumer reporting agencies. Late payments, missed payments, negative balances, and other default on your accounts may be reflected in your credit report.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

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

Rewards and Incentives Programs. From time to time, we may make rewards and incentives programs available to you in connection with one or more of your accounts. These programs will be governed by separate documents related to such programs and the credit union reserves the right to change or terminate such programs at any time.

Our Right to Place a Hold on Your Account(s). If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means, as permitted by law. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

Use of Recording Devices. The Credit Union does not permit its Members or members of the general public to use electronic, digital or other recording devices to record in-person, telephonic or other communications or interactions of or with Credit Union personnel without the express prior consent of the Credit Union management. The Credit Union expressly revokes, rescinds and withdraws any consent or permission to such recording that might otherwise be implied by law.

Member Provided Content. If you send the Credit Union a photograph, image, video or other content ("Content"), you are granting the Credit Union a non-exclusive, transferrable, sublicensable, royalty-free, worldwide license to use, host, publish, distribute and/or display such Content for any purpose, in any and all media now known or hereafter devised, on the Credit Union's website, in promotional or informational materials, and/or on social media, for publicity and promotional purposes without further compensation unless prohibited by law. By providing Content to the Credit Union, you represent and warrant that you have the right to grant the rights and licenses described in this section and further represent and warrant that the Content does not violate, misappropriate or infringe on the rights of any third party.

Consent to Filming and Photography. When you enter upon Credit Union property or attend a Credit Union meeting, event or program, you enter an area where photography, audio, and/or video recording may occur. By participating in any of the foregoing activities, you consent to photography, audio recording, video recording and the release, publication, exhibition, distribution, display or reproduction of same for any and all purposes, including promotional purposes, advertising, inclusion on the Credit Union website, social media or any other purpose by the Credit Union. You release the Credit Union, its officers, directors and employees, and all other persons involved from any liability connected with the taking, recording, digitizing, display, distribution or publication and use of photos, images, video and/or sound recordings. You waive all rights you may have to any claims for payment of royalties in connection with any use, display, exhibition, streaming, webcasting, distribution or other publication of these materials regardless of the purpose of same, and further waive any right to inspect or approve any photo, video or audio recording taken by the Credit Union or the person/entity designated to do so by the Credit Union.

Non-Solicitation. The Credit Union prohibits the solicitation, distribution and posting of materials on or at the Credit Union's property by any member, employee. As used herein, the term "solicitation" includes canvassing, soliciting or seeking to obtain support for an elected office or Board position; seeking to obtain membership in or support for any organization; requesting contributions; posting or distributing handbills, pamphlets, petitions, or other materials of any kind; use of Credit Union resources (including without limitation bulletin boards, computers, mail, e-mail and telecommunication systems, photocopiers and telephone lists and databases); peddling or otherwise selling, purchasing or offering goods and services for sale or purchase; and distributing advertising materials, circulars or product samples, or engaging in any other conduct relating to any outside business interests or for profit or personal economic benefit. The Credit Union reserves the right, in its sole and absolute discretion, to exempt from this non-solicitation prohibition, certain non-political non-profit organizations/charities that support the mission of the Credit Union and/or that the Credit Union supports as part of charitable and community mission, as well as Credit Union-sponsored programs/events related to the Credit Union's products and services. Whether a particular group, organization or person satisfies this exception shall be determined by the Credit Union in its sole discretion.

Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Michigan, except as superseded by federal laws, regulations and clearinghouse rules.

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

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

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

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

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

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

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

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

Genisys Credit Union
2100 Executive Hills Blvd.
Auburn Hills, MI 48326

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

American Arbitration Association
1-800-778-7879 (toll-free)
www.adr.org

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

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

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

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

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

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

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

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

Applicability. Arbitration will not apply to Your Account as long as You are an active duty Service Member.

Right to Reject this Resolution of Disputes **by Arbitration provision. YOU MAY CHOOSE TO REJECT THIS**

RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

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

Rejection of the Resolution of Disputes by Arbitration provision:

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

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

Genisys Credit Union
Attn: Account Services
2100 Executive Hills Blvd.
Auburn Hills, MI 48326

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

This Electronic Fund Transfers Agreement and Disclosures contains additional Agreement provisions setting forth your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Genisys Credit Union. This Electronic Fund Transfers Agreement and Disclosures will be referred to herein as “EFT Disclosure.” By signing an application for EFT services, signing any card we issue to you, or by using any services covered by this EFT Disclosure, you agree to the terms and conditions in this EFT Disclosure and any amendments for the EFT services offered. The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this EFT Disclosure.

ELECTRONIC FUNDS TRANSFER (EFT) SERVICES AVAILABLE

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it sets forth your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- 1. Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking account or share account. Note that incoming transfers that do not match your account name and or account number may be returned to the sender in accordance with applicable rules.
- 2. Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account or share account.
- 3. Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay

bills.

4. Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your Debit Card(s) and PIN to:

1. Make deposits
2. Withdraw cash up to \$1,000.00 per day (plus \$1,000.00 per day in PIN-based transaction).
3. Transfer available funds
4. Obtain balance information

Some of these services may not be available at all terminals. Different limits may apply at ATMs not owned by the Credit Union.

For transactions made at ATMs terminals not owned by Genisys Credit Union there are six transactions permitted per month for free. Each withdrawal, each balance inquiry, and each transfer counts toward the transaction limit and are subject to a fee in excess of 6 transactions and will be assessed a fee of \$1.25 per transaction. Note that online and mobile banking can be used for transfers and balance inquiries at no cost to you.

Note that if you use an ATM that is not operated by Genisys Credit Union, you may be charged a fee by the operator of the machine and/or by the automated transfer network.

You agree to pay all ATM transaction fees outlined in our Fee Schedule. You understand and agree that we will charge you a fee for each balance inquiry made at an out-of-network ATM and a separate fee for each cash withdrawal or transfer made at an out-of-network ATM, even if the balance inquiry and withdrawal or transfer are made during the same visit. We may subtract these fees from your Available Balance (as defined in the "Your Liability for Overdrafts" section of the Membership and Account Agreement), even if the fee makes your Available Balance negative. In addition to fees charged by us related to your use of out-of-network ATMs, the owner or operator of the out-of-network ATM may also charge you one or more separate additional fees for the ATM transaction, and the out-of-network ATM owner or operator may charge you a fee for a balance inquiry even if you do not complete a fund transfer or withdrawal.

Types of Debit Card Point-of-Sale Transactions. You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - Dollar Limitations. Using your Debit Mastercard, you may not exceed \$3,000.00 in transactions per day, or \$1,500.00 in transactions for limited services accounts.

Reversing Electronic Fund Transfers. If an "electronic fund transfer" described in this section was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you **MUST** send the letter to our address as set forth at the end of this EFT Disclosure.

If you phone us, you **MUST** call at the phone number as set forth at the end of this EFT Disclosure.

If you tell us orally that you want such a transfer reversed, you **MUST** send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter.

Use of Card Outside of the United States: Please notify us at (248) 322-9800 x1265 if you will be traveling with your Debit Mastercard outside of the United States. Access outside of the United States may have more limitations than domestic transactions.

Currency Conversion and International Transactions. If you effect or authorize a transaction with our access device in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard, as applicable. The exchange rate Mastercard uses will be the rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the day of the purchase or the date the

transaction was posted to your account. A Currency Conversion Fee of .20% will be applied to transactions that are converted from foreign currencies to US dollars. Note that International transactions include transactions initiated by you in the United States but with a merchant who processes the transaction in a foreign country.

Cross-Border Transaction Fee: In addition, Mastercard charges us a Cross-Border Assessment of .90% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this section, "cross-border transactions" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transaction initiated in the United States but which are ultimately settled in a country outside of the United States. Mastercard's processing rules are incorporated herein, as amended from time to time. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

Online Banking Transfers - types of transfers and charges - You may access your account(s) by computer through the internet by logging onto our website at www.genisyscu.org and using your credentials to:

1. Transfer available funds between your savings, checking, and loan accounts, as allowed, including loan payments.
2. Transfer available funds to accounts of other members with required information.
3. Review savings and checking actual and available account balances, transaction history and dividend information.
4. Review loan account balance, transaction history, payment dates and finance charges.
5. Initiate requests for wires, remote deposit capture
6. Review available copies of cleared checks, eStatements and tax information.
7. Initiate bill payments from your checking account using the Bill Payment service, when enrolled.
8. Communicate with the Credit Union using electronic mail (e-mail).

Mobile Banking Transfers - types of transfers and charges - You may access your account(s) through the Mobile Banking Application on your Smartphone, using your credentials to:

1. Transfer available funds between your savings, checking, and loan accounts, as allowed, including loan payments.
2. Transfer available funds to accounts of other members with required information.
3. Review savings and checking actual and available account balances, transaction history and dividend information.
4. Review loan account balance, transaction history, payment dates and finance charges.
5. Initiate requests for wires, remote deposit capture.
6. Review available copies of cleared checks, eStatements and tax information.
7. Initiate bill payments from your checking account using the Bill Payment service, when enrolled.
8. Communicate with the Credit Union using electronic mail (e-mail).

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Minimum account balance - You must maintain a minimum account balance of \$5.00 in your share savings account as a condition of using an access device (card and/or credentials) to accomplish a transfer.

AUTHORIZED USERS

Member must designate, in accordance with the Credit Union's procedures, the persons to whom the Credit Union will issue cards and PIN/Credentials (Authorized Users). If Member wants to revoke or change a person's Authorized User status, it must notify the Credit Union of such revocation or change in accordance with the Credit Union's procedures. The Credit Union must have reasonable time to act on Member's notice before it becomes effective. Member must appoint, in accordance with the Credit Union's procedures, one or more representatives who are permitted to designate new Authorized Users or revoke the authority of any existing Authorized Users. Each Authorized User will have the authority to perform all transactions covered by this Agreement, unless the Credit Union allows limitations on the authority; and Member identifies, in accordance with the Credit Union's procedures, the appropriate limitations applicable to that Authorized User at the time of designation or change in status. Each Authorized User may individually perform any transaction regardless of the amount (up to the available balance) or whether he/she is otherwise an authorized signer on any accounts that are accessed.

Any transaction recognized by the Credit Union as being performed by an Authorized User's card, card number and/or PIN/Credentials will be an authorized transaction. This is so even if the person using the card, card number and/or

PIN/Credentials exceeds Member's authority; does not have Member's authority; has had his/her authority changed or revoked; and/or is not the same person as the Authorized User. Member authorizes Credit Union to honor and Member agrees to be bound by any such transaction. Notwithstanding the foregoing, the Credit Union agrees that Member will not be responsible for certain fraudulent use of a card, card number or PIN/Credentials, as follows:

- The fraudulent use must be by someone other than: (i) Member, (ii) the person issued the card or (iii) any of Member's employees, agents or representatives
- Member must have reported to the Credit Union, in accordance with the Credit Union's procedures, that the card, card number and/or PIN/Credentials was lost or stolen or was otherwise fraudulently used
- The Credit Union must have had a reasonable time to take the steps necessary to block use of the card, card number and/or PIN/Credentials by commercially available means
- The fraudulent use must occur after Member has notified the Credit Union and the Credit Union has had a reasonable time to block the use, as indicated above.
- Member is still responsible for fraudulent use below applicable floor limits or which the Credit Union otherwise cannot block using commercially available means.

The Credit Union will send the cards and PIN/Credentials for each of Member's Authorized Users to Member. It will be Member's responsibility to deliver them to each Authorized User. The Credit Union reserves the right to limit the number of cards and PIN/Credentials issued. Each card will have its own PIN/Credentials. An Authorized User must use a card and/or a PIN/Credentials to access the services provided by the Credit Union hereunder. Member agrees to recover and return to the Credit Union any cards that were given to persons who cease to be Authorized Users.

TRANSACTIONS

The Credit Union may change from time to time the accounts that may be accessed by use of ATMs or other terminals, devices or services offered hereunder. The Credit Union may also change from time to time what transactions will be available to each account. The Credit Union reserves the right, in its sole discretion, not to accept a requested transaction for any reason. All transactions are subject to The Credit Union's verification. The Credit Union assumes no responsibility for advising Member that a requested transaction has not been made. The Credit Union may without notice limit the number of daily transactions or types of transactions, and impose amount limits on transactions. Upon receipt of a request for authorization of a transaction made with a card or card number, Member authorizes the Credit Union to deduct the amount immediately from the available balance in Member's account.

Transactions under this EFT Disclosure may be subject to any transaction limitations applicable to the account(s) with respect to which the transaction is made.

BUSINESS PURPOSE

Member represents to the Credit Union that all accounts accessible pursuant to this EFT Disclosure were established only for business purposes; the transactions performed on these accounts will be only for business purposes; and Member is a business entity or otherwise intends to use the transactions and services covered hereunder only for business purposes.

SECURITY PROCEDURES

Member agrees to comply with all of the Credit Union's present and future security procedures with respect to transactions and services covered hereunder. This includes, but is not limited to, protection of cards, card numbers and PIN/Credentials. The Credit Union's security procedures are contained in this Agreement and in other written procedures The Credit Union may provide to Member. Member agrees that the Credit Union's current security procedures are commercially reasonable in the context of Member's business operations. The Credit Union may at any time change its security procedures. The Credit Union may advise Member of such changes to the extent they affect Member's use of transactions and services hereunder, but failure to do so will not affect Member's obligations or the Credit Union's rights. Member agrees to give all of the Credit Union's security procedures the highest level of confidentiality and to ensure that each card, card number and PIN/Credentials is not used by or accessible to anyone other than the Authorized User to whom they were issued

Notwithstanding any security procedure which may from time to time be in effect for selecting errors in transactions covered by this EFT Disclosure, the Credit Union shall have no duty to discover or report to Member any such errors. The Credit Union shall not be liable to Member for the failure of such security procedure to detect such errors, regardless of the manner in which the Credit Union applies such security procedures.

LOST OR STOLEN CARD OR PIN/CREDENTIALS

Member must notify The Credit Union AT ONCE if Member believes or suspects that any card, card number or PIN/Credentials has been lost, stolen, misused, misplaced or improperly disclosed; money is missing from an account; a statement shows fraudulent activity; or there has been any other breach of security. To notify the Credit Union, call or write to us at:

GENISYS CREDIT UNION
P.O. Box 436034
Pontiac, MI 48343-6034

Business Days: Monday through Friday, excluding Federal Holidays
Phone: (248) 322-9800 ext. 1265
After Business Hours, For Debit Mastercard Only
Phone: (888) 241-2510 within the U.S. or (909) 941-1398 outside the U.S.

Member agrees to review promptly all statements that can be accessed by cards, and to report AT ONCE any discrepancy Member finds. The Credit Union assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards, card numbers or PIN/Credentials by Member, the person issued the card, or any of Member's employees, agents or representatives.

LIMITS ON LIABILITY FOR MASTERCARD DEBIT CARD

You will not be liable for any unauthorized transactions using your Mastercard Debit Card if you promptly report the loss or theft of your Mastercard Debit Card to us and you have used reasonable care in protecting your card from loss or theft.

FEES

We may charge you fees for electronic fund transfers as set forth in this EFT Disclosure or as set forth in our Fee Schedule. We reserve the right to amend the fees from time to time upon thirty (30) days prior written notice. In addition, if you use an ATM or other terminal not owned by us to complete a transaction or make a balance inquiry, the owner of that ATM or network may charge you a fee.

CREDIT UNION'S LIABILITY

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 will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient available funds in your account or back up accounts to make the transfer, if any funds in your accounts necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy, or if any funds in your accounts necessary to complete the transaction are held subject to legal process or other claim.
- If you used your card or credentials in an incorrect manner, or after your right to use your card, PIN or other credentials has been cancelled.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If the ATM or other terminal or system was not working properly, and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If funds in your account necessary to complete the transaction are pledged as collateral, are frozen, or offset because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the transfer is not completed as a result of your negligent use of your card, credentials, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
- If a law or regulation prevents us from completing the transaction.
- If any other exception as established by us and communicated to you applies.

NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this EFT Disclosure.

AMENDMENTS

We reserve the right to amend this EFT Disclosure in any manner and at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. Where required by law, we will give you at least twenty-one (21) days advance written notice. You agree that we may amend or modify this EFT disclosure without notice if an immediate change is necessary to maintain or restore the security of our account arrangements or of any account.

TERMINATION OF ELECTRONIC FUND TRANSFER SERVICES

You may terminate any EFT service involving one or more cards under this EFT Disclosure at any time by notifying us in writing and stopping your use of your card(s) and any credentials. You may terminate this EFT Disclosure in its entirety only by terminating all electronic funds services, meaning we will no longer accept any electronic transaction including but not limited to automatic deposits. Upon termination (by either you or us), you agree to return all cards to the Credit Union or destroy the cards upon request of the Credit Union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked. We may also terminate this EFT Disclosure at any time by notifying you orally or in writing at your last known address on file with us. If we terminate this EFT Disclosure, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Disclosure 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(s) or credentials for any EFT service. Whether you or the Credit Union terminate this EFT Disclosure, the termination will not affect your obligations under this EFT Disclosure or any electronic fund transfers made prior to termination. If this EFT disclosure is terminated the Credit Union may, to prevent any electronic transactions from occurring, close your checking account(s) and restrict all other accounts to in office transactions only.

ACCESS DEVICE REVOCATION

Any card or other device which we supply you ("Access Device") may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as result of insufficient available funds in an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards.
- Forced closure of a share or checking account at the Credit Union.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

REGULATORY AUTHORITY

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Department of Insurance and Financial Services (DIFS), P.O. Box 30220, Lansing, Michigan.

**Wire Transfer Notification
(Uniform Commercial Code Article 4A)**

The following rules shall apply to all wire transfers services provided by the Credit Union.

Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B—Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.

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