

# PRODUCT BUNDLES

## SAVINGS ACCOUNTS

	EXCLUSIVE	ELITE	PREMIER	ESSENTIAL
Earns Interest <sup>Δ</sup>	.05% APY on \$500 or more	.05% APY on \$500 or more	.05% APY on \$500 or more	.05% APY on \$500 or more
Minimum Deposit to Open	\$5.00	\$5.00	\$5.00	\$5.00
Monthly Service Fee	N/A	N/A	N/A	\$10.00
How to Avoid Service Fee	N/A	N/A	N/A	e-Statement OR Aggregate monthly loan balance of \$500 <sup>∞</sup> OR Under age 25**

## CHECKING ACCOUNTS

	EXCLUSIVE	ELITE	PREMIER
Earns Interest <sup>Δ</sup>	.18% APY on \$2,500 or more	0.05% APY on \$1,000 or more	0.01% APY on \$500 or more
Minimum Deposit to Open	\$500.00	\$100.00	\$25.00
Monthly Service Fee	\$25.00 or FREE if you have the following:	\$15.00 or FREE if you have the following:	\$12.00 or FREE if you have the following:
How to Avoid Service Fee	e-Statement AND Aggregate monthly balance of \$50,000 in combined deposit and loan balances* OR Mortgage held by Parkside	e-Statement AND Aggregate monthly balance of \$5,000 in combined deposit and loan balances* OR \$1,000 or more incoming ACH/month	e-Statement AND Aggregate monthly balance of \$1,000 in combined deposit and loan balances* OR \$500 or more incoming ACH/month OR Active debit card OR Between ages 13-24**

## MEMBERSHIP BENEFITS

	EXCLUSIVE	ELITE	PREMIER	ESSENTIAL
Excess Share Insurance	✓	✓	✓	✓
Additional Sub Savings Accounts	✓	✓	✓	✓
Additional Sub Checking Accounts	✓	✓	✓	
Overdraft Line-of-Credit up to \$500 <sup>Φ</sup>	✓	✓	✓	
Debit Card	✓	✓	✓	
ATM (In-Network, CO-OP) - Access to 32,000+ Fee-Free ATMs	✓	✓	✓	
ATM (Out-of-Network) Fee Waived*	✓	✓		
Card Replacements	✓			
Check Orders †	✓			
Cashier's Checks/Money Orders	✓			
Phone Transfers	✓			
Statement, Check, or Transaction History Copy	✓			
Stop Payments	✓			
Wires	✓			
Exclusive Bonus Reward ‡	✓			

<sup>Δ</sup> APY = Annual Percentage Yield. See Membership Agreement for details.  
<sup>∞</sup> Aggregate loan balance as of the last day of the month. Mortgage balances are not included.  
 \*\* Minors will require a joint owner of 18 or older.  
 \* Combined aggregate deposit and loan balance as of the last day of the month. Mortgage balances are not included.  
 ✓ Included free.  
<sup>Φ</sup> Based on credit history and ability to repay.

<sup>∞</sup> Parkside's Out-of-Network fee is waived for Elite and Exclusive Packages; the terminal owner fee will still apply. Fee applies to each withdrawal, deposit, transfer, and inquiry.  
 † Two free basic Parkside boxes per year. Temporary checks included free.  
 ‡ Points awarded once per year into ParksidePerks Account. Membership must be in good standing and must be enrolled in the Exclusive Package for a minimum of 90 days to qualify.  
 ◆ Account must be in good standing with valid email, address, and phone number to receive or use points. Business accounts and accounts that are closed, dormant, frozen, negative, or delinquent cannot earn or redeem points.

## POINT REDEMPTION

To view and redeem your ParksidePerks points, simply log in to Parkside's online banking and click on the ParksidePerks gift icon underneath "Members" in the column on the left side of the page. ◆

GIFT CARDS	FUEL DISCOUNTS
MERCHANDISE	TRAVEL
CASH BACK/STATEMENT CREDIT	EVENT TICKETS
CHARITY DONATIONS	AND MORE!

## EARNING POINTS

ACTIVITY	POINTS EARNED	DETAILS
Debit Card Transactions	1 point for \$5 spent	
Credit Card Transactions (Rewards Card)	1 point earned per \$1 spent	
Mobile Deposit	50	Earned monthly for depositing at least 1 check
Mobile/Online Banking	100	Earned monthly for logging in at least once
Bill Payment	50	Earned monthly for being enrolled as active
ACH Incoming	150	Earned monthly if at least 1 incoming ACH per month is received
Length of Membership (after one year)	25	Earned monthly for those members with at least 1 year of membership
E-Alerts/E-Notices	50	Earned monthly for being enrolled
Mortgage Loan	200	Earned monthly
Home Equity Loan/HELOC	200	Earned monthly
Personal/Signature Loan	100	Earned monthly
Line of Credit w/Balance	25	Earned monthly
Overdraft Line of Credit w/Balance	25	Earned monthly
Auto Loan	150	Earned monthly
RV Loan	150	Earned monthly
Anniversary Bonus	25	Earned annually on date of membership anniversary
Birthday Bonus	25	Earned annually on birthday

At Parkside Credit Union **Your Financial Success is our Priority!** We strive to make your banking experience pleasant and convenient, offering products and services designed to fit your lifestyle and needs. We consistently focus on how we can better serve our members, with a goal of ensuring your financial success.

## SAVINGS & CHECKING ACCOUNTS

### SAVINGS

Just a \$5 initial deposit secures your ownership in the credit union. Earn dividends on balances of \$500 or more.

### CHECKING

- A FREE debit card
- Earn ParksidePerks Reward points for debit card purchases
- Earn interest
- See reverse side of this document for additional benefits

### HOLIDAY CLUB ACCOUNT

Save for holiday shopping. Make deposits through direct deposit, payroll deduction, ATM, mail, or in person. Your money automatically transfers into your savings account and is available the first business day of November.

### YOUTH ACCOUNT

A special account for kids and young adults under 18 that gets you on the fast track to saving!

- Competitive dividends on balances over \$500
- Checking Account available with a co-signer of 18 years or older
- A FREE debit card (requires qualified co-signer)
- Anytime, anywhere access to all of our electronic services
- Money-saving loans for college, computers, cars, and more (*You must be 18 years or older to apply for a loan.*)

### MONEY MARKET ACCOUNT

Earn higher rates of return. Maintain a balance of \$2,000 to earn interest. Our Money Market Account is tiered, so the more you save, the higher interest rate you earn. Deposits can be made anytime. Dividends declared and paid monthly.

### CERTIFICATES OF DEPOSIT

A great way to save and earn a higher rate of return. We offer a wide range of certificate terms and maturity options to help you get the most out of your money.



1. Grace period is for purchase transactions only and does not apply to cash advances.  
 2. Some restrictions may apply. Rate and limit based on credit score and ability to repay.  
 Federally insured by NCUA

## CONSUMER LOANS

Enjoy competitive interest rates, flexible terms, and fast processing. You'll also feel comfortable knowing your personal loan obligations will be met if you purchase Debt Protection Coverage, Mechanical Repair Coverage, or GAP Insurance, available on select loans. Making a payment on your loan is easy with Parkside's LoanPay Xpress tool—a quick, easy, and safe alternative for making your loan payments online, anytime.

### CREDIT CARD

Parkside offers a Rewards VISA® with no annual fee and a 28-day grace period<sup>1</sup> on purchases. Earn ParksidePerks points toward gift cards, statement credit, fuel discounts, merchandise, travel, and more! View or pay your balance anytime utilizing our convenient online or mobile banking service.

### PERSONAL LOAN

We offer many loan and financing programs to meet your needs. Whether it's extra cash for holiday shopping, a vacation, debt consolidation, or another type of purchase, we're ready to help.

### NEW & USED AUTO LOAN

We're your source for auto loan financing with competitive, low interest rates and fast, convenient service. Pre-approvals available.

### MOTORCYCLE AND RECREATIONAL VEHICLE LOAN

No matter how you prefer to travel, we can help with the financing to get you there.

### LINE-OF-CREDIT

If your account becomes unexpectedly overdrawn, the overdraft line-of-credit will help cover expenses so you don't bounce checks, miss payments, or have your debit card denied.

### HOME LOANS

#### HOME EQUITY

When financing major expenses like home improvements, college education, or investments, a home equity loan is a smart way to take advantage of the equity in your home. Closed End and Line-of-Credit options available.

#### MORTGAGE

- Competitively low rates for home purchase, refinance, or land contracts
- A wide range of terms and financing programs customized to your unique situation
- Pre-approvals available
- Attentive, friendly service from start to finish

## CONVENIENCE

### ONLINE BANKING & BILL PAY

Manage a number of banking activities anytime, anywhere with Internet access:

- View account balances and history
- Transfer funds between accounts
- Make loan payments
- And more!

You can also pay one-time or recurring bills through iPay EasyPay, which allows you to schedule payments in advance and set up payment reminders!

### MOBILE BANKING WITH MOBILE DEPOSIT

A fast and secure service for members enrolled in online banking. Mobile banking can be used via a web browser or our mobile app. To get started with our app, simply do a search on "Parkside Credit Union" in your device's app store and then download! Use mobile banking to easily keep track of your finances – even on the go:

- View account balances, including certificates and loans
- Transfer funds between accounts
- Pay bills
- View pending ACH transactions
- View your secure message center
- Mobile deposit a check into your Parkside account
- Temporarily lock your credit or debit cards and set up transaction alerts

### EARLY PAY

Have an unexpected expense or need a little extra to cover an upcoming payment? Early Pay -- available 24/7 through online and mobile banking -- allows you to receive your direct deposit funds early!

### PAY ANYONE

A secure, credit union-supported alternative to payment apps that allows you to send money via text or email. The recipient clicks on the secure link within the notification to access the transactions.

### INTERACTIVE TELLER MACHINES (ITMs)

Parkside's ITMs combine the convenience of an ATM with the features of a live representative. Conduct almost any type of transaction, from cash withdrawals to check deposits to account transfers. If you don't need help from a representative, the ITM can be used as a regular ATM. See website for location details.

### CO-OP NETWORK

As a Parkside Credit Union Member, you have access to the CO-OP ATM Network with nearly 30,000 ATMs nationwide. Find the location nearest you at:  
[www.coopcreditunions.org/locator](http://www.coopcreditunions.org/locator)

## BRANCH LOCATIONS

### WESTLAND BRANCH

1747 S. Newburgh Rd.  
 Westland, MI 48186

### DEARBORN BRANCH

9500 Dix Ave.  
 Dearborn, MI 48120

### LIVONIA BRANCH

36525 Plymouth Rd.  
 Livonia, MI 48150

**734.525.0700**  
**ParksideCU.org**

# ELECTRONIC SERVICES



## MOBILE APP

Download the app by searching “Parkside Credit Union” in your smartphone’s app store.

### Manage My Cards

Found within the “More” tab of the Parkside mobile app, the “Manage My Cards” feature allows you to “turn off/on” your credit and debit cards, giving you more control over when the cards are available for use, thus limiting the window of opportunity for fraudulent or unauthorized use.

### Transaction Activity Alerts

This feature can be set up for each debit and credit card and allows you to enable an activity alert push notification so that you are notified each time your card is being used.

## MOBILE DEPOSIT

Open Parkside’s mobile app, click on the “Move Money” option at the bottom of the screen, and select “Deposit Check.” Then follow the steps provided.

Please note that you will be required to register prior to using mobile deposit for the first time.

## TEXT BANKING

Enroll your mobile phone via the “Go Mobile” tab within online banking and text commands to **IM247 (46247)**. Receive the balance of your accounts, payment due dates, and more. You can set up one-way text alerts via the e-alert subscriptions page within online banking. Additional commands are provided within the enrollment process.

### Common Commands

**BAL** = Balance for all accounts

**STOP** = Turns off all text banking

**HELP** = The customer service number

## ONLINE BANKING

Call 734.525.0700 to have your online banking account activated. You will have 24 hours to log in and update your login ID and password. Navigate to [ParksideCU.org](http://ParksideCU.org) to log in.

## BILL PAY

Log in to online banking and hover over the “Pay & Transfer” tab at the top of the screen. Select “Enroll” under “Parkside Credit Union Bill Pay” and follow the prompts to complete enrollment.

## PAY ANYONE (P2P)

Complete enrollment through online banking (through the *Pay & Transfer* tab) or our mobile app (through the *Move Money* tab).

### Features

A secure, credit union-supported alternative to payment apps. Send money via a text or email. The recipient clicks on the secure link within the notification to access the transaction. Account information for both parties stays private and is not shared as part of the transfer process.

## TELEPHONE BANKING

Call Parkside Credit Union to have your account activated. To log in, simply call 734.525.0700. You can then review account balances, transfer funds, make loan payments, and much more.

### Common Suffixes

Savings Account	000	Holiday Club Account	009
Checking Account	003	Money Market Account	111

## FREE ATMs

- 24-hour access to ATMs at Parkside Branch Locations
- CO-OP ATM Locator:  
<https://co-opcreditunions.org/locator/>



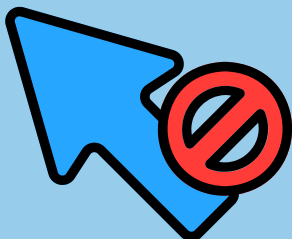
# Please keep your accounts safe and secure

**DO NOT SHARE YOUR ACCOUNT INFORMATION WITH ANYONE. ORGANIZATIONS THAT NEED YOUR SOCIAL SECURITY NUMBER AND OTHER PERSONAL INFORMATION WON'T EMAIL, TEXT, OR CALL YOU TO ASK FOR IT.**



**CHOOSE UNIQUE PASSWORDS AND CHANGE THEM REGULARLY. WHEN USING OUR MOBILE APP, TAKE ADVANTAGE OF THE VARIOUS AUTHENTICATION OPTIONS: FINGERPRINT, PIN, VOICE RECOGNITION, AND FACIAL RECOGNITION.**

**EXERCISE CAUTION WHEN LOGGING IN TO YOUR ACCOUNT USING PUBLIC WIFI AND ONLY USE NETWORKS THAT ARE SAFE. BE SURE YOUR ANTI-VIRUS SOFTWARE IS UP TO DATE.**



**DO NOT CLICK ON ANY LINKS OR ATTACHMENTS IN EMAILS OR TEXTS THAT YOU ARE NOT EXPECTING. VISIT [PARKSIDE.CU.ORG/BLOG](http://PARKSIDE.CU.ORG/BLOG) FOR INFORMATION ON VARIOUS EMAIL, TEXT, AND PHONE SCAMS.**

**PLEASE CONTACT US IMMEDIATELY IF YOU NOTICE ANY SUSPICIOUS ACTIVITY IN YOUR ACCOUNT. IT IS ALSO A GOOD IDEA TO CHECK YOUR CREDIT REPORT FREQUENTLY. YOU ARE ENTITLED TO ONE FREE REPORT PER YEAR FROM EACH OF THE MAJOR REPORTING AGENCIES.**



## PARKSIDE FEE SCHEDULE

ITEM	FEE
Account Re-Opening <sup>°</sup>	\$50.00
Bad Address/Month	\$5.00
Cashier Check*	\$5.00
Checking Account Monthly Service Fee	\$12.00, \$15.00, or \$25.00**
Coin Processing ( <i>up to 5 rolls at no cost</i> )	8.00%
Copy of Check, Statement, or Transaction History*	\$3.00
Courtesy Pay	\$32.00
Dormant Account/Month	\$6.00
Early Pay	\$10.00
Escheated Accounts	\$50.00
Garnishment/Levy	\$75.00
IRA Annual Fee	\$36.00
Item Processing Special Handling	\$15.00
Non-Member (On-Us) Check Cashing	\$5.00
Non-Sufficient Funds (NSF)	\$32.00
Out of Network ATM Transaction ( <i>per inquiry, withdrawal, deposit, or transfer</i> ) <sup>±</sup>	\$3.50
Paper Statement*	\$3.00
Phone Transfer*	\$3.00
PIN Reissue for Credit Card	\$5.00
Quick Ship of Debit or Credit Card	\$50.00
Replacement Debit or Credit Card*	\$7.00
Research/Hour	\$25.00
Savings Account Monthly Service Fee	\$10.00 or FREE with e-Statements
Stop Payment*	\$32.00
Title Lien Verification Fee	\$20.00
Wire Transfer*	\$30.00

<sup>°</sup>Fee applied only if re-opening within one year of closing the account

\*Fee waived with Exclusive Membership Package

<sup>±</sup>Fee waived with Elite and Exclusive Membership Packages

\*\*Fee based on product package selection. Fee can be waived. See Membership Rewards Product Packages for details.

**QUESTIONS? Call 734.525.0700 or stop by any Parkside branch.**

Federally Insured by NCUA

**FACTS****WHAT DOES PARKSIDE CREDIT UNION  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security Number and Income</li> <li>• Account Balances and Payment History</li> <li>• Credit History and Credit Scores</li> </ul>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Parkside Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Parkside Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

**Questions?**Call 734.525.0700 or go to [www.ParksideCU.org](http://www.ParksideCU.org)

Who we are	
<b>Who is providing this notice?</b>	Parkside Credit Union
What we do	
<b>How does Parkside Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Parkside Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies.
<b>Non-Affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies.
<b>Joint Marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
Other important information	
For more information on our Privacy Policy, you may write us at 36525 Plymouth Rd., Livonia, MI 48150, or call us at 734.525.0700 or visit our website at <a href="http://www.ParksideCU.org">www.ParksideCU.org</a>	

**Effective Date: 06/01/2023**

## **BIOMETRIC INFORMATION PRIVACY POLICY AND CONSENT**

### **Scope and Overview**

This policy outlines how Parkside Credit Union, its vendors, and/or the licensor of the Parkside Credit Union's consumer verification software processes biometric data collected from you for identity verification and fraud prevention purposes.

### **Biometric Data Defined**

As used in this policy, biometric data includes "biometric identifiers" and "biometric information". "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. As the term is used in this policy, the selfie photograph you upload to the software for use in the biometric algorithm is considered a "biometric identifier." "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

### **Disclosure and Authorization Policy**

To the extent that Parkside Credit Union, its vendors, and/or the licensor of the Parkside Credit Union's consumer verification software collect, capture, or otherwise obtain biometric data relating to a consumer, Parkside Credit Union must first:

- Inform each consumer that Parkside Credit Union, its vendors, and/or the licensor of the Parkside Credit Union's consumer verification software are collecting, capturing, or otherwise obtaining the employee's biometric data, and that the Parkside Credit Union is providing such biometric data to its vendors and the licensor of the Parkside Credit Union's consumer verification software;
- Inform the consumer of the specific purpose and length of time for which the consumer's biometric data is being collected, stored, and used; and
- Receive consent by the consumer authorizing Parkside Credit Union, its vendors, and/or Parkside Credit Union's consumer verification software to collect, store, and use the consumer's biometric data for the specific purposes disclosed by the Parkside Credit Union, and for Parkside Credit Union to provide such biometric data to its vendors and the licensor of the Parkside Credit Union's consumer verification software.

Parkside Credit Union, its vendors, and/or the licensor of the Parkside Credit Union's consumer verification software will not sell, lease, trade, or otherwise profit from employees' biometric data; provided, however, that the Parkside Credit Union's vendors



and the licensor of the Parkside Credit Union's consumer verification software may be paid for products or services used by Parkside Credit Union that utilize such biometric data.

This policy is intended to comply with all federal, state, and local laws.

### **Purpose for the Collection of Biometric Data**

Parkside Credit Union, its vendors, and/or the licensor of Parkside Credit Union's consumer verification software collect, store, and use biometric data solely for identity verification and fraud prevention purposes.

### **Disclosure**

Parkside Credit Union will not disclose or disseminate any biometric data to anyone other than its vendors and the licensor of the Parkside Credit Union's consumer verification software providing products and services using biometric data without/unless:

- First obtaining consumer consent to such disclosure or dissemination;
- The disclosed data completes a financial transaction requested or authorized by the consumer;
- Disclosure is required by law or ordinance; or
- Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

### **Security**

Parkside Credit Union shall use a commercially reasonable standard of care to store, transmit and protect from disclosure any biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Parkside Credit Union stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

### **Retention**

Parkside Credit Union shall retain consumer biometric data only until, and shall request that its vendors and the licensor of Parkside Credit Union's consumer verification software permanently destroy such data when, the first of the following occurs:

- The initial purpose for collecting or obtaining such biometric data has been satisfied, such as verification of consumer identity;
- Request of consumer to destroy the biometric data; or

- Within 30 days of consumer's provisioning of biometric data.

### **Contact Information**

If you have any questions about our use, storage, or security of your biometric data you can contact us at 734.525.0700.

### **BIOMETRIC INFORMATION CONSUMER CONSENT**

As outlined in the "Biometric Information Privacy Policy", I understand and consent to the collection, use, retention, storage, and/or disclosure or re-disclosure of data or images from biometric verification technology by Parkside Credit Union, its vendors, and/or the licensor of the Parkside Credit Union's consumer verification software. I acknowledge that I have been given a copy of the Policy, or that the Policy has been made accessible to me, and I have had an opportunity to review it and request any additional information concerning the Parkside Credit Union's procedures and safeguards for collecting, maintaining, using, disclosing, sharing, storing, and/or destroying this data.

# PARKSIDE CREDIT UNION

## Membership and Account Agreement

- I. Membership
- II. Dividends
- III. Account Terms and Conditions
- IV. Savings (Including Club) and Money Market Accounts
- V. Checking Accounts
- VI. Certificate of Deposit Accounts
- VII. Fiduciary Accounts
- VIII. Electronic Fund Transfers (EFT) Agreement
- IX. Funds Availability Policy (Regulation CC)
- X. Uniform Commercial Code (UCC) Funds Transfers Agreement

This is the Agreement between you (the “member”) and Parkside Credit Union (the “Credit Union”), a Michigan State Chartered Credit Union, regarding your accounts with the Credit Union. By establishing a membership account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

You should retain a copy of the Agreement and feel free to contact the Credit Union if you have any questions. This Agreement also includes certain disclosures required under the Federal Truth-in-Savings Act and various other laws along with the regulations related to those laws. The words “you” and “your” mean the member and any joint owners, co-depositors or co-borrowers. The words “we”, “our”, “us”, and “Credit Union” mean Parkside Credit Union.

### **This Credit Union is federally insured by the National Credit Union Administration (NCUA).**

#### **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.**

## **I.MEMBERSHIP**

**A. Generally.** Membership in Parkside Credit Union is open to applicants within the field of membership as described in Article III of the Credit Union's Bylaws. A copy is available upon request. Membership in the Credit Union is generally a lifetime membership provided that you keep your membership in good standing. The Credit Union's Bylaws provide that "once a member, always a member" so that even if you retire, change jobs (outside the field of membership) or move to a new location, you may remain a member of the Credit Union. Only members in good standing may receive the benefits and services of the Credit Union.

**B. Qualification for Membership.** You authorize the Credit Union to verify or obtain further information about you, as it may deem necessary, including through the use of reports obtained from consumer reporting agencies and in accordance with the Credit Union's Customer (Member) Identification Program adopted pursuant to the USA PATRIOT Act. You understand that in the case of accounts for minors, qualification and approval is based in part upon the responsible party's information obtained. You further authorize the Credit Union to use information obtained through use of such reports for the purpose of marketing other Credit Union products and services to you.

**C. Becoming a Member and Membership Retention.** To become a member of the Credit Union, you must complete a Membership Application and open a Regular Savings Account. The basic Savings deposit that you must always keep in your Regular Savings Account to retain membership is \$5.00. If your Regular Savings Account balance drops below the \$5.00 minimum membership deposit requirement and is not replenished within forty-five (45) calendar days, as provided in the Credit Union's Bylaws, your account will be closed and your membership will be terminated. You may be charged a Membership Termination fee equal to the lesser of a maximum of \$5.00 or the amount left in your account at account closing.

## **II.DIVIDENDS**

**A. Rate and Annual Percentage Yield ("APY").** Certain account(s) will earn what are known as dividends. Refer to Sections IV and V of this Agreement for information regarding the dividend bearing account(s) you have selected. Dividends are like interest, except that the Credit Union's Board of Directors (the "Board") is responsible for setting the rate of dividends from time to time. Dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and prospective Annual Percentage Yield (APY) on your account(s) for each dividend period. Dividend rates and APYs will be available each business day at any branch location. You may also contact us at 734.525.0700 or go online to ParksideCU.org for rate information.

**B. Calculating and Compounding Dividends.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in an account each day. Dividends are calculated daily and paid monthly on your Regular Savings Account. We compound your dividends, even though the law does not require that. Compounding is more favorable to you because once dividends have been earned by your account, they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account will be somewhat higher than the annual dividend rate.

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

you close your account before dividends are paid, you will not receive the accrued dividends. Refer to Sections IV and V of this Agreement for information regarding the dividend bearing account(s) you have selected.

**D. How Withdrawals Affect Dividends.** Even though your account earns dividends every day, we do not actually credit them to your account until the final day of the dividend period, and they become available the first day of the subsequent period. Therefore, if you make a withdrawal, you will not receive any further dividends on the withdrawn amount from the day you make the withdrawal until the day that dividends are credited.

### **III.ACCOUNT TERMS AND CONDITIONS**

The following paragraphs apply to all accounts opened with the Credit Union, except as specifically expressly modified elsewhere in this Agreement.

**A. Accounts Not Transferable.** None of your accounts are transferable, except on the Credit Union's books and records.

**B. Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent, but we reserve the right to deny any withdrawal request. Account owners agree to hold the Credit Union harmless for any loss resulting from any withdrawal from an account by an authorized agent.

**C. Agreement.** This Agreement shall be effective and shall govern all deposit accounts with us. By signing the Membership Application, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement, effective immediately. Your agreement to the terms of this Agreement also binds your heirs and assigns, as applicable. This Agreement shall supersede all previous agreements for such accounts.

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

**2.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.

**3.Governing Law.** This Agreement shall be governed (i) by the laws, including applicable principles of contract law, and regulations of the State of Michigan, except as superseded by federal laws and regulations, (ii) by the Credit Union's Bylaws, and (iii) by local clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in a court having jurisdiction over the Credit Union's main office (currently located in Wayne County, Michigan).

**4.Severability.** If any 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 whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

**D. Endorsement.** 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 1½ inches from the left edge of the item when looking at it from the front. For checks that are deposited via Mobile Banking, the endorsement must read "Deposit

Only to Parkside Credit Union.” 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, including any court costs and reasonable attorney fees. You cannot alter or limit your responsibility or liability to us under this Agreement by use of a restrictive endorsement or otherwise without our written consent.

**E. Fees.** Any account may be subject to fees in accordance with the Fee Schedule adopted by the Credit Union from time to time. You agree to pay us the fees in connection with your accounts in accordance with the Fee Schedule then in effect. We will provide advance notice of any increase in current fees, or any new fees, as required by law. We may deduct any fees owed from any of your accounts except that only fees related to an Individual Retirement Account (IRA) may be deducted from an IRA. We reserve the right to waive any fees in our sole discretion. Fees may reduce earnings on any of your accounts.

**F. Final Credit for Deposits.** All deposits are subject to proof and verification. When you make a deposit in person at one of our offices, we agree to verify all cash in that deposit when it is made, but we may decide to accept the checks included with that deposit without adding or verifying them, and use the deposit total provided by you at the time of the deposit. Under those circumstances, you agree that we can adjust the amount of that deposit, if necessary, once the amount of the checks included with it are verified by us. If, pursuant to our verification, an adjustment is necessary, we will send you written notice of the adjustment. 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 regulations. If there are special fees for collecting your deposit, you promise to pay them (Refer to the Fee Schedule for a list of fees). We may deduct them directly from your account. At our discretion, we may refuse, limit or return any deposit. Without limiting the foregoing, 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 interest or dividends on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest or 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 interest or dividends).

**G. Funds Availability.** Funds from deposits (cash or check) you make into your accounts may not always be immediately available for withdrawal. Information about our Checking Account Funds Availability Policy is provided to you in Section IX (Funds Availability Policy) below in this Agreement. If you will need the funds from a deposit right away, you should ask us when the funds will be available, or contact us at 734.525.0700.

**H. Inactive Accounts.** The Credit Union will consider an account inactive after one (1) year of no deposits or withdrawals on the account(s), and may assess a fee to your account(s) each month thereafter (Refer to Dormant Account fee in current Fee Schedule). Account activity excludes interest or dividends credited to your account by the Credit Union. Unclaimed Property laws, enacted by each State, require the Credit Union to turn the funds in inactive accounts over to the State of residency, based on your last known address, generally after three (3) years of no activity. The Credit Union may voluntarily turn these funds over to the State after two (2) years if allowed by the laws of the State of your residency. Before turning funds from inactive accounts over to any State, the Credit Union will send notices as required by law advising you of your account rights. Balances of \$50, or less, are retained by the Credit Union (Refer to Escheatment Fee disclosed in the current Fee Schedule.)

**I. Joint Accounts.** Members should plan carefully and completely when choosing to enter into a joint account relationship. If two (2) or more parties have signed a Signature Membership Application, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in Savings or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less set-offs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Payment to (i) any of you or (ii) the survivor(s) of you, or (iii) the personal representatives, administrators, fiduciaries, or assigns of the last survivor of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each account owner appoints all other account owners to be his or her irrevocable attorney; to make deposits to the account; to endorse for cash or deposit any checks or other items whether payable to one of the account owners alone or with others; and to receive a receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act thereunder, each person signing the Membership Application jointly or singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorneys' fees, except as may be limited by applicable law. Any or all of the account owners may pledge all or part of the Savings or deposits in the account as collateral for security on a loan(s). No authority or obligation of the Credit Union may be changed or terminated by one or more of the account owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each account owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt of the Agreement. We may refuse to authorize a withdrawal from a joint account when we have knowledge of a dispute between the joint account owners until the matter is resolved. If a deposited item in a joint account is returned unpaid, the account is overdrawn, or if the Credit Union does not receive final payment on a transaction, the owners, jointly and severally, are liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any account of an owner or all funds in the joint account regardless of who contributed them. Any owner who is a surviving owner agrees that the Credit Union to the extent allowed by law may set off any money in the account against any obligation of a deceased owner within thirty days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime. All owners who are surviving owners also agree that their interests in the account are subject to any security interest or pledge granted by a deceased owner, even if they individually did not consent to it. Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968, as amended, being M.C.L. 490.51, and commonly known as the Credit Union Multiple-Party Accounts Act. Your agreement to the terms of this Agreement also binds your heirs and assigns, as applicable.

**J. Minor Accounts.** We may require any account established by a minor to be a multiple party account (joint account) with an account owner who has reached the age of majority under Michigan law and who shall be jointly and severally liable to us for any unauthorized usage or fraudulent acts, returned items, overdrafts, fees or other unpaid charges, losses, obligations or amounts on such account. We may pay funds directly to a minor without regard to his or her minority. Unless a guardian, parent,

or other individual is an account owner, the guardian, parent, or other individual shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners and such notice shall not become effective until ten (10) days after it is received by the Credit Union, and will have no effect on transactions prior to the date that the notice is effective.

## **K. Legal Compliance and Protection**

**1. Legal Process.** If any legal action is brought against your account, including but not limited to disputes regarding the legal or beneficial ownership of funds on deposit, we may payout funds according to the terms of the action or refuse any pay out until the dispute is resolved. You agree to reimburse any expenses, including reasonable attorneys' fees, we incur in responding to any legal process or threats of legal process involving your account. Any such expenses or attorney fees may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our statutory lien and security interest.

**2. Savings Insurance.** Your savings in the Credit Union are insured 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 NCUA Savings Insurance, please refer to the NCUA brochure entitled "Your Insured Funds," which can be found in any of our offices. More information regarding NCUA Savings Insurance is available at [www.NCUA.gov](http://www.NCUA.gov).

**3. Additional Savings Protection.** Your savings in the Credit Union are insured up to an additional \$250,000 by Excess Savings Insurance (ESI), a subsidiary of American Savings Insurance (ASI). Neither ASI nor ESI are affiliated with the Credit Union or the federal government.

**4. Advice Concerning Savings Insurance and Additional Savings Protection.** 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.

**5. 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 have designated on the W-9 or W-8BEN that you have applied for a TIN, you must provide the TIN within 60 days. Upon the expiration of the 60-day period, the Credit Union may begin withholding from your account. The Credit Union reserves the right to refuse to open any account until a valid TIN is received.

**L. Form of Negotiable Instruments.** All negotiable instruments presented for deposit must be in a format that can be processed and/or digitized. The Credit Union may refuse to accept any check or draft that does not meet this requirement. Substitute checks (as defined in the "Check 21 Act") are the legal equivalent to traditional checks when used in appropriate transactions.

**M. Notices.** Notices to us should be sent to:

Parkside Credit Union  
Attn: Administration  
1747 S. Newburgh Road  
Westland, Michigan 48186

**1. Notice of Withdrawals.** All of your accounts are subject to the Credit Union's right to require advance notice of withdrawal, as provided in the Credit Union's Bylaws. To request a copy of the Credit Union's Bylaws, contact us at 734.525.0700 or write us at the address above.

**2. Name or Address Changes.** You are responsible for notifying us of



any address, e-mail address, beneficiary, joint owner, 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 or online. The Credit Union typically requires all notices of change in address, e-mail address, beneficiary, joint owner, or name to be made in person, in writing, provided electronically through secure methods, or through other authentication methods acceptable to us. A name change requires a court order specifically identifying the new legal name.

**3. Other Notices.** All notices regarding the account will be sent to your last known statement address or email address shown in our records, delivered on or with your statement, or appended to your electronic statement (E-Statement) if you have chosen to receive electronic notices (E-Statements or E-Notices). In the event of joint ownership, notice by or to any one joint owner shall be deemed notice by or to all.

**4. Effect of Notice.** Any written notice you give us is effective when received by the intended department or recipient, except for the written notice required in Subsection J regarding accounts for minors. 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 last known statement mailing address or at the time that an electronic message is sent informing you that your electronic statement or notice is available.

**N. Credit Union Lien and Security Interest.** Except for debts that are secured by your principal residence, if you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the funds in any account in which you have an ownership interest, regardless of their source, unless the account is an IRA or the lien is prohibited by law. 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 (except IRAs or where the granting of such a lien is prohibited by law) 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 your residence, unless prohibited by applicable law. We will notify you if we have exercised our right of offset.

**O. Beneficiary Designation.** When opening an account or, if all owners agree, at any time thereafter, you may designate one or more persons as beneficiaries of your accounts. Upon the death of the last surviving owner of the account, the surviving beneficiaries shall become the owners of the account. If there is more than one surviving beneficiary, the account shall be divided equally between them, and each beneficiary shall be the sole owner of that beneficiary's interest in the account. In accordance with the Credit Union Beneficiary Accounts Act, there shall be no joint ownership among beneficiaries. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. The Credit Union reserves the right to require documentation in order to confirm that an account has become properly payable to a beneficiary or beneficiaries. An account owned by a person that is not a natural person (for example, an account owned by a corporation, limited liability company, other legal entity or a trust) may not have beneficiaries. The interests of the beneficiary(ies) is subject to the right of the Credit Union, to the extent allowed by law, to offset any money in the account against any obligation of the deceased owner (or the last owner to die, if there was more than one) within thirty days after the Credit Union becomes aware of the deceased owner's death unless such an offset would not have been allowed during the deceased individual's lifetime.

**P. Requests and Special Instructions by Member**

**1. Changes Requested by You.** Account changes requested by you, such as adding or closing an account or service, may be required to be

evidenced by documentation acceptable to us.

**2. Facsimile Signatures, Electronic Signatures, and Electronic Communication.** You agree (for joint accounts, all account owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) or authorization by electronic communication on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union. 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, except as otherwise provided by law. Furthermore, we may refuse to execute any facsimile, electronic request, or order.

**3. Special Account Instructions.** You may request that we facilitate certain business, trust, will, 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, trust, will, 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.

**4. Telephone Requests.** You agree (for joint accounts, all account owners agree jointly and severally) that funds in any of your accounts with us can be transferred and that additional accounts and services can be authorized or terminated upon the telephone request of any account owner. 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.

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

**Q. 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. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable fees. Any withdrawal that reduces the amount in an account to zero (other than a checking account) may automatically close that account. We are not liable for any check, withdrawal or other payment order after an account is closed. Any checks or other payment orders presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse, with regard to all parties named on the accounts, without regard to which account owner(s) misused the account. Please refer to Subsection S (Termination) below for information regarding termination of accounts and membership from the Credit Union.

**R. Statement and Member Responsibility.** You will receive a periodic statement (normally monthly) for your checking account. You will receive a periodic statement (normally quarterly) for your Regular Savings Account or other savings/loan 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 checking account and other savings/loan accounts. Each such statement shall show the transactions on your accounts and any fees. It remains your responsibility to promptly examine

each periodic statement carefully and reconcile the account. If there are any discrepancies, you should notify us immediately. Except as expressly provided for elsewhere, 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 sixty (60) days of the mailing date or within sixty (60) days of the date of e-mail notification that your statement is available, if you have chosen electronic statement, of the earliest statement containing those items. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

## **S. Termination**

**1.Account Termination.** We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (i) there is a change in account owners or authorized signers; (ii) there is suspected forgery or fraud or there has been a forgery or fraud reported or committed involving your account; (iii) there is a dispute as to the ownership of the account or of the funds in the account; (iv) any checks, or cards are lost, stolen, or the personal identification number (PIN) or Code has been compromised; (v) there are excessive returned unpaid items not covered by an overdraft protection plan; (vi) there has been any misrepresentation or any other abuse of any of your accounts; or (vii) we reasonably deem it necessary to prevent a loss to us or otherwise determine in our sole discretion that there is a reason to do so. You may terminate a single party account by giving written notice. There may be a fee for termination of account, processing an account number change, or replacing lost or stolen Cards (Refer to our current Fee Schedule). We reserve the right to require the consent of all account owners to terminate a multiple party account. An owner may give up his/her ownership rights in (remove him/herself from) a multiple party account at any time by completing a document acceptable to the Credit Union; however, such an action will not relieve such an owner from any liability for which such owner had with respect to the account prior to the removal. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

**2.Membership Termination.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. If your Regular Savings Account balance drops below the \$5.00 minimum membership deposit required and is not replenished within forty-five (45) calendar days, the Credit Union reserves the right to terminate Membership as provided in the Credit Union's Bylaws. Refer to our current Fee Schedule.

**T. Transaction Limitations.** During any calendar month, you may not make more than six transfers or withdrawals, or a combination of such transfers and withdrawals, from any non-transaction account to another account or to a third party by means of a preauthorized or automatic transfer or telephonic agreement, order or instruction. If you exceed the transfer limitations set forth above in any month, we may charge a fee for the additional transfers on Money Market accounts, refuse to make further transfers and your account may be subject to closure by the Credit Union. Please refer to the Fee Schedule for details. This limitation does not apply to your checking account.

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

**V. Illegal Use of Card or Other "Electronic Fund Transfer" Service.** You understand and agree that Credit Union services, including but not limited to use of a check or a Card, may not be used for any illegal

transaction. You further understand and agree that illegal use of a Credit Union service to complete an illegal transaction will be deemed an action of default and/or breach of contract, and as a result your account and other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it, and, additionally, to indemnify and hold the Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use. Internet gambling may be illegal in the jurisdiction in which a member is located, including the United States and elsewhere. The Credit Union may decline to accept or authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness. The Credit Union will immediately report and comply fully with law enforcement agencies seeking to investigate illegal use of Credit Union services.

**W. Cooperation in Loss Recovery Efforts; Costs for Failure to Follow this Agreement.** You agree to fully co-operate in any effort we undertake to recover funds that were taken from your account without authorization. For example, you will file reports with law enforcement agencies or sign affidavits of loss or forgery that may be required by us or 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. 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.

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

**Y. Verification of Ownership and Beneficiary Arrangements.** You agree to check all records related to your account periodically (within 30 days after the account is opened or any changes are made and not less than once per year thereafter) to ensure that all ownership and beneficiary arrangements are set up in the way that you desire. You agree to contact the Credit Union immediately if any ownership or beneficiary arrangement is not how you wish it to be. You further agree to hold the Credit Union harmless from any claims that any ownership or beneficiary arrangement related to your account is not set up as you desire.

**Z. Responsibility for Returned Items.** If (i) you present a check or other item to us drawn on another financial institution for deposit to your account(s), for cash over the counter, or for payment of any obligation owing to us; or (ii) we initiate an automated clearinghouse (ACH) transfer for any obligation owing to us, and the check, other item, or ACH transfer is returned to us unpaid for any reason not attributable to us, we may charge a Returned Item fee to any of your accounts (except accounts described in Subsection N above as not being subject to lien or setoff rights) or, to the extent allowed by law, charge a Returned Item fee to the obligation for which payment was intended. Refer to our current Fee Schedule and/or your loan agreement(s) with us, as applicable.

**AA. Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (i) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (ii) to our accountants, attorneys or

other professional advisors; (iii) to Credit Union or financial institution regulators; (iv) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (v) to advise third parties of accounts closed for misuse; (vi) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (vii) to comply with government agency or court orders, or to furnish any information required by statute; (viii) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information if the court rendering the judgment has jurisdiction over the Credit Union; (ix) when we are attempting to collect an obligation owed to us; or (x) as required by law. In addition, you understand and agree that we may, from time to time, request and review consumer reports and other information about you prepared by consumer reporting agencies or others.

**BB. 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.

**CC. Security.** It is your responsibility to secure and protect the account numbers and electronic devices (e.g. a Debit Card), including Personal Identification Numbers (PINs, Codes, and access credentials) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) or access credentials with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers.

Your account number, or other identifying information, can also be used to electronically remove money from your account. If you provide your account information in response to a telephone, or other solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures or Card Control Apps, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented, or significantly reduced, by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**DD. 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 on the part of the Credit Union, 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, such as online banking, text alerts, or secure email 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 the owner of the funds in the accounts.

**EE. Rewards and Incentives Programs.** From time to time, we may make reward and incentive 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. The Credit Union reserves the right to change or terminate such programs at any time. Rewards and incentives may be subject to Internal Revenue Service (IRS) reporting requirements.

**FF. Telephone Monitoring, Texting, and Calling.** From time to time you agree we may monitor and record telephone calls made or received by us or our representatives 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 service 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.

**GG. Permitted Time for Filing a Lawsuit.** 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.

**HH. Use of Recording Devices.** The Credit Union does not permit you 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 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.

**II. Powers of Attorney.** Unless it has contracted to the contrary, the Credit Union is under no obligation to honor a power of attorney. However, the Credit Union may choose to do so at its discretion. We will generally honor a power of attorney if the original document has been first presented to the Credit Union by the account owner (Principal) involved and the Credit Union finds it to be in satisfactory form. Exceptions to presentation by the Principal will only be made in extenuating circumstances (such as military service) and will generally either require a representation by the attorney for the Principal of the document's continuing validity or certification by appropriate medical personnel. The Credit Union must identify the attorney-in-fact pursuant to the requirements of the USA PATRIOT Act in all cases before the agent will be allowed to use the power of attorney. The Credit Union may impose additional requirements or restrictions from time to time at its sole discretion.

**JJ. 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, such as online banking or text alerts 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.

**KK. 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.

**LL. Periodic Check of Ownership Arrangements.** You agree to check all records related to your account periodically (not less than once per year) to ensure that all ownership and beneficiary arrangements are set up in the way that you desire. You agree to contact the Credit Union immediately if any ownership or beneficiary arrangement is not how you wish it to be. You further agree to hold the Credit Union harmless from any claims that any ownership or beneficiary arrangement related to your account is not set up as you desire.

**MM. Responsibility for Your Transactions Not Involving an Account.** If (i) you present a check or other item to us drawn on another financial institution for cash over the counter or for payment of any obligation owing to us or (ii) we initiate an automated clearinghouse (ACH) transfer to another financial institution for any obligation owing to us and the check, other item, or ACH transfer is returned to us unpaid for any reason not attributable to us, we may charge a returned transaction fee to any of your accounts (except accounts described in the "Offset" section as not being subject to lien or setoff rights) or, to the extent allowed by law, charge a returned transaction fee to the obligation for which payment was intended.

**NN. Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other Internal Revenue Code 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 have designated on a W-9 or W-8BEN that you have applied for a TIN, you must provide the TIN within 60 days. Upon the expiration of the 60-day period, the Credit Union may begin withholding from your account.

**OO. 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.

**i. 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.

**ii. 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.

**iii. 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.

**iv. 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.

**v. 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: Parkside Credit Union, 1747 S. Newburgh Road, Westland, MI 48186. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1.800.778.7879 (toll-free)  
[www.adr.org](http://www.adr.org)



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.

**vi. 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.

**vii. 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.

**viii. 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.

**ix. 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.

**x. 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.

**xi 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.

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

**xiii. 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 Parkside Credit Union, 1747 S. Newburgh Road, Westland, MI 48186.

**IV. REGULAR SAVINGS (INCLUDING SUB ACCOUNTS) AND MONEY MARKET ACCOUNTS** The following subsections apply to all Savings (including Sub Accounts) and Money Market Accounts opened with the Credit Union, except as specifically expressly modified elsewhere in this Agreement.

- Regular Savings Account
- Sub Savings Accounts
- Holiday Savings Accounts
- Money Market Accounts
- Individual Retirement Account (IRA)

**A. Deposits.** After you have established your Savings Account, Money Market Account, or IRA Account you may make additional deposits into that account, or establish other types of accounts as described above,

at any time and in any amount subject to the terms of this Agreement and any restrictions under federal law. You may make deposits to your account by any method approved by the Credit Union.

**B. Withdrawing Money.** As long as you have sufficient available funds in your account, and subject to any applicable state or federal laws and regulations, the transaction limitations in this Agreement, and the Credit Union's Bylaws, funds may be withdrawn from your account by any method approved by the Credit Union. Withdrawals will reduce earnings on your accounts. Consultation with a tax advisor is recommended before withdrawals are made from an IRA, as tax penalties may result. Withdrawal from a Holiday Savings Account will result in the closing of the account.

**C. Rate Information and Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Savings Rates Schedule for the current anticipated dividend rate and Annual Percentage Yield (APY).

All rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change.

- Regular Savings Account and Sub Savings Accounts** – These are variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union.
- IRA Savings and Holiday Savings Accounts** - These are variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union.
- Money Market Accounts** – These are tiered variable rate accounts on which the dividend rate and Annual Percentage Yield (APY) may change weekly as determined by the Credit Union.

**D. Compounding and Crediting.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. The rate is calculated daily and paid monthly. If the account is closed before dividends are paid, you will not receive the accrued dividends.

- Regular Savings Account** - Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance. Dividends are compounded and credited to your account monthly. Requires a minimum balance of \$500.00 to earn interest. If you close your account on or before the dividend crediting date, you will not receive any accrued dividends for that period.
- Sub Savings Accounts** - Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance. Dividends are compounded and credited to your account monthly. Requires a minimum balance of \$500.00 to earn interest. If you close your account on or before the dividend crediting date, you will not receive any accrued dividends for that period.
- Holiday Savings Accounts** - Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance. Dividends are compounded and credited to your account monthly. The Account balance is transferred to your Checking Account on November 1st. If you close your account on or before the dividend crediting date, you will not receive any accrued dividends for that period and the account will be closed for the current season.
- IRA Savings** - Dividends are paid on the entire daily balance of the account at the dividend rate and APY corresponding to the applicable balance. Dividends are compounded and credited to your account monthly.
- Money Market Accounts** - Dividends are paid on the daily balance

of the account at the dividend rate and APY corresponding to the applicable balance tier. Dividends are compounded and credited to your account monthly. The dividend payment period begins on the first day of the calendar month and continues through the last day of the calendar month. Requires a minimum balance of \$2,000.00 to earn interest. If you close your account on or before the dividend crediting date, you will not receive any accrued dividends for that period.

**E. Balance Information.** You must maintain a membership savings of \$5.00 on deposit in your Regular Savings Account to retain accounts in the Credit Union. Dividends will begin to accrue on the business day non-cash items are deposited (i.e. checks) to the account. We reserve the right to adjust minimum deposit balance requirements from time to time, or assess a fee in the future.

- Regular Savings Account** - There is a minimum opening balance requirement of \$5.00, which must remain in the account to continue membership eligibility.

- Sub Savings, Holiday Savings and IRA Savings Accounts** - There are no requirements to maintain a minimum balance in a Sub Savings, Holiday Savings or IRA Savings at this time.

- Money Market Account** - There is a minimum opening balance requirement of \$2,000. There is no requirement to maintain a minimum balance, however daily balances below \$2,000 earn no dividends.

**F. Transaction Limitations.** The Credit Union reserves the right to require a member intending to make a withdrawal from any account to give written notice of such intent up to sixty (60) days before such withdrawal.

- Regular Savings Account, Sub Savings, Holiday Savings Accounts, IRA Savings, and Money Market Accounts** - Transfers and withdrawals made by telephone, by Automated Phone Banking, by Online or Mobile Banking, by transfer to an authorized third party, or to cover checking account overdrafts limited to six (6) such transfers per month. If the transfer limitations set forth are exceeded, we may refuse to make further transfers and the account is subject to closure.

**G. Distribution of Holiday Savings Accounts** - The balance of your Holiday Savings Account will be distributed to your checking account annually on the first day of November. If you have not established a checking account, the transfer will be made to your Regular Savings Account.

## **V. CHECKING ACCOUNTS**

You must maintain a Membership Savings of \$5.00 on deposit in your Regular Savings Account to retain a checking account in your Essential, Premier, Elite or Exclusive Membership Account.

**A. Deposits.** After you have established your checking account, you may make additional deposits into that account at any time and in any amount subject to the terms of this Agreement. You may make deposits to your account by any method approved by the Credit Union.

**B. Withdrawing Money from Your Checking Account.** As long as you have sufficient available funds in your checking account, and subject to the terms of this Agreement, any applicable state or federal laws and regulations, and the Credit Union's Bylaws, you may withdraw available funds from your account by a check or any other method approved by the Credit Union. Checks must generally be ordered through the Credit Union. If checks are not ordered through the Credit Union, the Credit Union may assess a fee whenever problems arise in automatically clearing such checks. When you order checks through the Credit Union, the Credit Union will charge your account for the cost of those checks and applicable shipping charges, which will vary depending on the style of checks ordered. You may select checks from the current styles available. Withdrawals will reduce earnings on your checking account. 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.

**C. Rate Information and Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Refer to our current Rates Schedule for the current anticipated dividend rate and Annual Percentage Yield (APY). Rate changes are solely at the discretion of the Credit Union and there are no limitations on the amount the rate may change at any time.

- Premier Membership pays dividend over \$500.00
- Elite Membership pays dividend over \$1,000.00
- Exclusive Membership pays dividend over \$2,500.00

**Premier, Elite, and Exclusive Checking Accounts** - Accounts are variable rate on which the dividend rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union. Daily balance requirements to earn dividends are stated in Subsection E below. Dividends are compounded and credited to your account on the first day of each month.

**D. Compounding and Crediting.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. If you close your account before dividends are paid, you will not receive the accrued dividends.

**E. Balance Information.** We reserve the right to adjust minimum balance requirements from time to time. Dividends will begin to accrue on the business day you deposit non-cash items (i.e. checks) to your accounts.

- Premier Checking** - There are no requirements to maintain a minimum balance in the Premier Checking accounts at this time. However, you must maintain a minimum daily balance of \$500 to earn a dividend. Refer to our Fee Schedule for more information regarding avoiding Service Fees.
- Elite Checking** - You must maintain a minimum daily balance of \$1,000 to earn a dividend. Refer to our Fee Schedule for more information regarding avoiding Service Fees.
- Exclusive Checking** - You must maintain a minimum daily balance of \$2,500 to earn interest on this account. Refer to our Fee Schedule for more information regarding avoiding Service Fees.

**F. Transaction Requirements and Limitation** - Checking accounts require the use of Electronic Statements to avoid a monthly service fee. To enroll in Electronic Statements, you must sign-in to your account using your Online Banking account information at ParksideCU.org. Refer to our Fee Schedule for more information regarding How to Avoid Service Fees. Except as otherwise stated in this Agreement, or in any applicable federal or state law or regulation, there are no transaction limitations on checking accounts. Your checking account may not be used for any illegal transaction, including internet gambling transactions.

**G. Payment of Checks.** The Credit Union is under no obligation to pay a check that is more than six (6) months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check. We may return all checks drawn on your checking account unpaid for any reason that checks are normally returned, such as, for example, insufficient available funds or litigation.

**H. Funds Availability.** Funds from deposits you make into your checking account may not always be immediately available for withdrawal or transfer. Refer to Section IX (Funds Availability Policy) for more details.

**I. Postdated and Stale Dated Checks.** We may pay any check without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon it. The notice must accurately describe the check, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. We are not responsible if you give us an incorrect or incomplete

description or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. The Fee for a Notice of Postdating is the same as the fee for a Stop Payment Order; please refer to our Fee Schedule for the amount of the fee. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay a check drawn on your account that is presented more than six (6) months past its date.

**J. Remotely Created Checks.** A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third-party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through online communication. The account owner does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printer or typed name. If you wish to stop payment of a remotely created check, we may require you to close your account.

**K. Overdraft Transactions.** The Credit Union is under no obligation (unless it has contracted to the contrary) to pay a check you have written if it would result in your checking account being overdrawn. A check written against your Checking Account when sufficient available funds are not on deposit in the account, and contractual arrangements are not in place to cover it, is known as an "NSF Check" or an "overdraft". However, the Credit Union will transfer an amount sufficient to cover the deficiency with a transfer from your designated savings account, if funds are available. If you have been approved for a Line of Credit, and the amount of the overdraft does not exceed your available credit, the Credit Union will pay the check and add the amount of the resulting overdraft to the balance of your Line of Credit in accordance with the terms and conditions of the Line of Credit Agreement.

When determining whether a check or other item drawn on your account is an NSF Check or an overdraft, both for the purpose of determining whether and how to honor it, and whether a fee related to it being an overdraft may be charged, the Credit Union uses the "Available Balance" for your account at the time the check or other item is presented, as opposed to using the "Actual Balance". The Actual Balance is the account balance as shown on our books; the Available Balance is the Actual Balance reduced by:

- (i) the amount of any holds in place with respect to deposited checks or other items (such as pre-authorization holds placed in connection with one-time debit transactions, which are discussed in more detail below);
- (ii) the amount in the account that is subject to any preauthorization requests related to the account that have been accepted by the Credit Union. Examples of preauthorization requests are holds related to purchase transactions where the final amount is initially unknown, such as gas station purchases, restaurant charges, and hotel or car reservations, but there are other types of preauthorization requests that could affect your account as well.
- (iii) amounts in the account that are subject to holds based on court, tax agency, or other governmental proceedings; and
- (iv) amounts that we believe are subject to a dispute over ownership or other rights.

Note that the use of the Available Balance for these purposes may cause a fee related to an overdraft to be charged, a line of credit to be advanced, and/or a transfer from another account to be made, even though your periodic statement (which reflects the Ledger Balance) may not reflect any time when the balance would be negative.

Whether the transaction is paid or returned, your account may be subject

to a charge as set forth in the Fee Schedule. If the Credit Union pays the item, you will be assessed a Courtesy Pay or Overdraft Transfer Fee. If the Credit Union returns the item, you will be assessed an NSF Fee. Note that the Credit Union has no control over how many times an intended payee may resubmit the same check or other item to us for payment. In the event the same check or other item is presented for payment on more than one occasion, your account will be subject to an additional charge on each occasion that the item is presented for payment. There is no limit to the total fees the Credit Union may charge you for overdrawing your account.

The Credit Union has the option of honoring an item or dishonoring it to avoid the creation of an overdraft. The honoring of past overdrafts/NSF items does not obligate the Credit Union to honor them in the future. Subject to applicable law, the Credit Union may post transactions (deposits and withdrawals) to your account in any order it chooses. At present, it is the Credit Union's practice to post transactions in the order they are received, however the Credit Union reserves the right to change its practice at any time. The Credit Union may pay the check and charge the amount of the resulting overdraft plus any applicable service charge against a designated account. The Credit Union is not required to send prior notice of items returned NSF or items paid, and you agree to deposit sufficient funds to cover any overdraft and service charges upon our demand. Failure to cover any resulting negative balance may result in account privilege restrictions.

In the case of joint accounts, all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any overdraft and service charges, regardless of which of the parties creates an overdraft. **Overdrafts in connection with everyday debit transactions.** Everyday debit transactions are processed against your account at two different times: first, when the transaction is authorized, and again when the transaction actually settles to your Account. There is a delay between the time a particular transaction is authorized and when it actually settles to your Account. This delay is within the sole control of the merchant. The Credit Union has no control with respect to the time period that elapses between the time a merchant seeks authorization and when that merchant submits the transaction for settlement.

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

**Example 1: Purchase transactions where the final amount is initially unknown.** The most common examples of a purchase transaction where the final amount is initially unknown are gas station purchases, restaurant charges, hotel and car reservations. In such cases the transaction will be communicated to the Credit Union for authorization in one amount, but when the transaction actually settles to your account it does so for a greater amount. For example, if you use your debit card to pay at the pump for a gasoline purchase, you typically must utilize your debit card before operating the pump. The Credit Union may receive an authorization request in the amount of \$15.00. At the time of the authorization request, the Available Balance in your account is \$30.00, so the Credit Union approves the authorization request, and the Available Balance in your account is reduced to \$15.00. You proceed with the transaction, and purchase gasoline totaling \$40.00. When that transaction actually settles to your account in the amount of

\$40.00 as opposed to the \$15.00 that was authorized, the Available Balance in your Account is not sufficient to cover the settlement of the preauthorized transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an overdraft, and you will incur a fee.

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

For additional important information regarding overdrafts and fees, please refer to our Overdraft Policy, the terms and conditions of which are incorporated into this Agreement.

**L. Truncated Checks; Statements.** Your canceled checks will not be returned to you. They will become Credit Union property and be held by us ("truncated") for you. They also may 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 canceled checks by number, date of clearing, and the amount of the check. Any objection in regard to any item shown on a periodic statement, except as expressly provided for elsewhere, is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed or within sixty (60) days of the date of e-mail notification that your statement is available, if you have chosen electronic statement. A copy of any check or "substitute check" (a legal check under federal law – Check 21) will be available to you as required by law. There may be a small fee to obtain a copy of a check (Refer to the Fee Schedule for a list of fees). When a copy of a check is requested, the Credit Union may provide it to you in the form of a "substitute check" as prescribed in the "Check 21" law. Upon issuance, the Credit Union will provide you with a disclosure regarding your rights regarding substitute checks and how you may make a claim for a refund for losses related to a substitute check.

#### **M. Stop Payments.**

**1. Stop Payment Order Request.** You may request a stop payment order on any check drawn on your account unless we have previously accepted and paid the check. This request may be provided orally, in writing or electronically. We may require you to confirm your oral request in writing within fourteen (14) calendar days. If requested orally, upon the expiration of the fourteen (14) calendar days, we may disregard your request, unless we have received written confirmation. To be binding, the written confirmation must be dated, signed, and describe the account, check number, and the exact amount of the check to be stopped. 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 number of the account, 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, or only an oral notice is given to us without providing written confirmation, when requested, 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 check, and to assist us in any legal action.

Stop payments related to electronic or preauthorized transactions must be provided to the Credit Union within three (3) business days before the scheduled date of the transfer. This request may be provided orally, in writing, or electronically. We may require you to confirm your oral request in writing within fourteen (14) calendar days, subject to the requirements provided above.

**2.Duration of Order.** A written stop payment order is effective for six (6) months or longer at the discretion of the Credit Union and may be renewed in writing from time to time. We will not notify you when a stop payment order expires.

**3.Liability.** Fees for stop payment orders are set forth in our Fee Schedule. You generally may NOT stop payment on any certified check, cashier's check, teller's check or any other check, 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 attorneys' 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.

**N. 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.

**O. Automated Processing.** You recognize that we have implemented automated collection and payment procedures that rely primarily upon information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying an item, we may disregard all information on the item other than the identity of the payee, 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. Any electronic or preauthorized debit initiated by a third party against this account is deemed authorized by the account owner(s) if any account owner voluntarily gives the third-party information about the account.

**P. Payment of Checks after Death.** The Credit Union may, after the date of your death, pay checks drawn before the day of your death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account. We may choose to pay checks within ten (10) calendar days after the date of death.

## **VI. CERTIFICATES OF DEPOSIT, INCLUDING INDIVIDUAL RETIREMENT ACCOUNT (IRA) AND COVERDELL EDUCATION SAVINGS (ESA) CERTIFICATE ACCOUNTS**

**A. Deposit.** Certificates of Deposit (Certificates) are savings accounts that generally earn a higher rate of interest than other savings accounts. A member may establish Certificate account, with terms ranging from thirty (30) days to five (5) years, which include Certificates designated as

Special Rate and Jumbo. After a Certificate is opened, you may not make deposits into the Certificate until the stated maturity date. If you wish to deposit additional funds into a Certificate, you may purchase another Certificate at the then current rate.

**B. Rate Information.** All Certificates are fixed rate accounts on which the interest rate and Annual Percentage Yield (APY) are fixed for the term of the Certificate. Refer to our current Rates Schedule for the current interest rate and Annual Percentage Yield (APY).

**C. Compounding and Crediting.** Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the Certificate each day. Interest is compounded and credited to Certificate accounts on the first day of each month. If a Certificate account is closed before interest is credited, accrued interest will be paid to date less any early withdrawal penalty, if applicable. See the discussion of early withdrawal penalties in Subsection F below.

**D. Balance Information.** You must maintain a basic membership Savings of \$5.00 on deposit in your Regular Savings Account to retain any Certificate account. Interest will begin to accrue on the business day non-cash items (i.e. checks) are deposited to a Certificate account. Minimum opening balance requirements are as follows:

- 6 Month - 60 Month Certificates** – \$500 minimum deposit.

- Special Rate Certificates** – Minimum opening balance and other requirements may vary (Refer to terms of the Certificate offer for details).

- Jumbo Certificates** – \$100,000 minimum deposit.

**E. Renewal Policy.** All Certificate accounts will automatically be renewed on the initial or any subsequent renewal maturity date, unless otherwise directed by you, or the Credit Union shall, prior to maturity, give you written notice that the Certificate will not be renewed. The interest rate and Annual Percentage Yield (APY) to be paid upon renewal shall be determined by the Credit Union at or before maturity, and written notice of the renewal rate shall be mailed, or provided electronically, to you no later than two (2) business days after maturity. Other than Special Rate Certificates, all other terms and conditions, including the length of the term of the Certificate, shall be the same as the original Certificate unless the Credit Union shall, prior to maturity, give written notice of a change in such terms and conditions. The renewal term for Special Rate Certificates will be provided in the terms of the offer and at the time the Certificate is opened. There is a seven (7) day grace period for withdrawals from Certificates after maturity. If the Certificate is presented for payment on its maturity date or within seven (7) days thereafter, no penalty shall be imposed but no interest shall be earned after the maturity date. If the Certificate is not renewed, at maturity, the funds will be transferred to your Regular Savings Account in the Credit Union, or other account designated by you. If there is no such account at the time, the balance will be deposited to an Accounts Payable until such time as you can be reached and disposition of the Certificate is determined.

**F. Early Withdrawal Penalty.** A substantial penalty is imposed if Certificate funds, other than interest, are withdrawn prior to the original or subsequent renewal maturity date. If an early withdrawal reduces the principal balance below the original Certificate amount or below the Certificate amount of a subsequent renewal, the Certificate will be canceled, and a forfeiture will be imposed equal to the value of ninety (90) days interest on the entire amount evidenced by the Certificate if the current term is one year or less, or the value of one hundred eighty (180) days interest on that amount if the current term is more than one year. In any case of early withdrawal, if accrued interest is not sufficient to cover the applicable penalty, the penalty shall be deducted from the principal of the Certificate. These penalties do not apply in these cases: (i) withdrawals after the death of any owner of the Certificate; (ii)

withdrawals resulting from the voluntary or involuntary liquidation of this Credit Union.

### **G. Transaction Requirements and Limitations**

After a Certificate is purchased, you may generally not make deposits into or withdraw principal from that Certificate until the maturity date. If a withdrawal of principal must be made prior to the maturity date of any Certificate, the entire account balance must be withdrawn. In addition, an early withdrawal penalty will be assessed, as discussed in Subsection F above. The Credit Union reserves the right to require a member intending to make a withdrawal from a Certificate account to give written notice of such intent up to sixty (60) days before such withdrawal unless the withdrawal is made on the maturity date or within seven days thereafter. Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union. If a Certificate Disclosure Statement is issued for a Certificate account, the terms and conditions set forth on that Disclosure shall in any case of conflict take precedence over the terms and conditions set forth in this Agreement.

## **VII. FIDUCIARY ACCOUNTS**

### **A. Accounts for Trusts**

**1. Generally.** Individuals may open a separate membership account for a Revocable Trust, provided that any of the settlors of the Trust are eligible for membership in the Credit Union, or if none of the settlors are living at the time of application, one or more beneficiaries are individually eligible for membership, and the person(s) opening the account has been appointed and has accepted the responsibility to act as Trustee(s).

As used herein the words “we,” “us,” “our,” and “Credit Union” shall refer to and mean Parkside Credit Union, and the word “you” shall refer to and mean the Trust or Trustee(s) as the context of use so requires.

**2. Products and Services.** The following financial products and services will be available to a Trust, provided the Trust qualifies for membership:

- Regular Savings Account
- Sub Savings Account
- Automated Phone Banking
- Bill Pay program
- Electronic Statement (E-Statement)
- Electronic Notices (E-Notices)

To the extent applicable and not superseded by this Section, the terms and conditions governing those types of accounts for individuals, as described in this Agreement, govern accounts established for Trusts.

**3. Documentation.** In order to open an account for a Trust, you agree to provide such documentation as is required by the Credit Union with regard to the Trust, including, but not necessarily limited to, a properly executed Certificate of Trust Existence. The Credit Union reserves the right to refuse membership to a Trust when it is not drafted in accordance with and governed by the laws of the State of Michigan or for any other reason in its sole discretion.

**4. Representations of Trustee(s).** Trustee(s) represent the following: (i) the Trust is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Trustee(s) has qualified, is acting as Trustee(s), and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Trustee(s) is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit, Savings certificates, and mutual funds, to borrow money, and is authorized to grant security interest in Trust assets, and accomplish any or all other banking transactions, including the maintenance of a safe

deposit box; (iv) the Trust document contains a hold harmless provision for any third party dealing with the Trust or any Trustee and that such provision applies to the Credit Union; (v) Trustee(s) will send written notice of any change in Trustee(s), or of any amendment or modification of the Trust which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the Trust's revocability, the powers of the Trustee(s), or any other representations made to the Credit Union or notice of the revocation of the Trust; and (vi) any one Trustee has the power to authorize withdrawals or transfers from authorized accounts, or authorize new accounts or services.

The Credit Union may rely on these representations and any instructions by the Trustee(s) and act in accordance therewith in any respect affecting the account before or after termination of the Trust, unless and until it receives a written notice of changes to the Trust, notice of changes in Trustee(s), or written notice of any events affecting the Trustee(s) powers described above or in any documents required by the Credit Union.

**5. Acknowledgement of Fiduciary Responsibility.** As Trustee(s), you acknowledge and understand your legal obligations as a fiduciary and as more fully set forth in the Michigan Estates and Protected Individuals Code. You further agree to conduct all business with the Credit Union on behalf of the Trust in accordance with state and federal laws as well as orders from any court of competent jurisdiction.

**6. Indemnification.** Trustee(s) hereby jointly and severally (if more than one) hold the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and indemnify them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorneys' fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of Trustee(s) in connection with the account for the Trust or for any distribution of Trust assets to any person or entity. This indemnification is made by the Trustee(s) both in the capacity as Trustee and individually, and shall not be limited by any other independent documentation. If a Trustee provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, it may refuse to follow the instruction or order.

**7. Deposits.** The Settlor(s) has transferred funds to the Trust for the benefit of the beneficiaries, which may include the settlor(s) named in the Trust.

**8. Withdrawals.** All sums paid to the Credit Union on shares/deposits (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. Such demand must be made by the Trustee(s), as indicated on the Membership Agreement for Revocable Trust Accounts. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account. Only methods approved by the Credit Union may be used to make withdrawals from the account.

**9. Distribution of Accounts.** If you have opened an account for a Trust, you, as Trustee(s), understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Certificate of Trust Existence on file at the Credit Union, or pursuant to the terms of a court order, and you, on behalf of the Trust, all beneficiaries of the Trust, and all Successor Trustees forever indemnify and hold the Credit Union harmless for distributions made pursuant to that Trust made in good faith reliance on that Certificate of Trust Existence. You further agree that it is your responsibility to notify the Credit Union when a Trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

## **B. Account for Decedent's Estate or Other Fiduciary Relationships**

**1. Generally.** Individuals may open a separate membership account as a Fiduciary for another named Person or Estate. As used herein,

the words “we,” “us,” “our,” and “Credit Union” shall refer to and mean Parkside Credit Union, and the word “you” shall refer to and mean the Conservator, Guardian, Representative Payee, VA fiduciary, or Personal Representative as the context of use so requires.

•**Conservator, Guardian, Representative Payee, Veterans Affairs (VA) Fiduciary, etc.** – An account may be opened by any of the previously mentioned fiduciaries. These accounts are referred to collectively as “Fiduciary Accounts”, and the individuals or Estates for whose benefit they are opened are referred to collectively as “Protected Persons”. The individual opening the account will be referred to as the “Fiduciary.” The Fiduciary Account will qualify for membership provided the Protected Person is a member of the Credit Union, or the Protected Person is eligible for membership, as provided in Section I of this Agreement.

•**Decedent’s Estate Account (Personal Representative)** – An Estate is eligible for membership provided, (i) that the Estate is subject to the jurisdiction of the State of Michigan or will be distributed in accordance with Michigan law, and (ii) the person opening the account has been appointed and accepted, or filed, a Statement of Acceptance of the position of Personal Representative of the Estate, and (iii) the decedent was a member of the Credit Union in good standing at the time of death. The individual opening the account will be referred to as the “Fiduciary”.

**2.Products and Services.** The following financial products and services will be available to Fiduciary and Estate Accounts.

- Regular Savings Account
- Sub Savings Account
- Automated Phone Banking
- Bill Pay program
- Electronic Statement (E-Statement)
- Electronic Notices (E-Notices)

To the extent applicable and not superseded by this Section, the terms and conditions governing those types of accounts for individuals, as described in this Agreement, govern these Fiduciary and Estate Accounts.

**3.Documentation.** In order to open a Fiduciary or Estate Account, you agree to provide such documentation as is required by the Credit Union with regard to the Fiduciary relationship, including, but not necessarily limited to, (i) Valid Letters of Authority naming you as Personal Representative, (ii) Approval Letter from the Social Security Administration (Award Letter) naming you the Representative Payee, (iii) Department of Veterans Affairs Fiduciary Agreement naming you as the VA Fiduciary, (iv) Letters of Conservatorship naming you as Conservator, (v) Letters of Guardianship naming you as Guardian, (vi) Death Certificate, and (vii) evidence of a bond (if required by the court).

The Credit Union reserves the right to refuse to open a Fiduciary Account at its discretion and will generally refuse to do so when applicable documentation does not derive from the authority of the laws of the State of Michigan, Social Security Administration Rules and Regulations, Department of Veterans Affairs Rules and Regulations, or when an Estate Account is subject to a will not drafted in accordance with and governed by the laws of the State of Michigan, or is subject to an out-of-state probate proceeding.

**4.Representations of Fiduciary or Estate.** The Credit Union may rely on the representations below and any instructions by the Conservator, Guardian, Representative Payee, VA Fiduciary, or Personal Representative and act in accordance therewith in any respect affecting the account before or after termination of the Fiduciary Authority or the Estate, unless and until it receives a written notice of changes to the Letters of Authority, Letters of Conservatorship, Letters of Guardianship,

Award Letter, or Department of Veterans Affairs Fiduciary Agreement or written notice of any events affecting the Fiduciary's powers described below or in any documents required by the Credit Union.

- Conservator** - If you are a Conservator, you represent the following:
  - (i) the Letters of Conservatorship presented are in full force and effect and have not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect;
  - (ii) the named Conservator has qualified, is acting as Conservator, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Conservator is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit and mutual funds, to borrow money, and is authorized to grant a security interest in assets of the Protected Person, and accomplish any or all other banking transactions, including the maintenance of a safe deposit box; and (iv) the Conservator will send written notice of any change in Conservator, or of any amendment or modification of the Letters of Conservatorship which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the powers of the Conservator, or any other representations made to the Credit Union.
- Guardian** - If you are a Guardian, you represent the following: (i) no Conservator has been appointed with regard to the Protected Person; (ii) the Letters of Guardianship presented are in full force and effect and have not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (iii) the named Guardian has qualified, is acting as Guardian, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iv) the Guardian is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit and mutual funds, to borrow money, and is authorized to grant a security interest in assets of the Protected Person, and accomplish any or all other banking transactions, including the maintenance of a safe deposit box; and (v) the Guardian will send written notice of any change in Guardian, or any appointment of Conservator, or of any amendment or modification of the Letters of Guardianship which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the powers of the Guardian, or any other representations made to the Credit Union.
- Representative Payee** – If you are a Representative Payee, you represent the following: (i) the authority granted to you by the Social Security Administration to act as Representative Payee is in full force and effect and has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Representative Payee has qualified, is acting as Representative Payee, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Representative Payee is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit and mutual funds on behalf of the Social Security Beneficiary; and (iv) the Representative Payee will send written notice of any change in Representative Payee, or of any amendment or modification of the Award Letter which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the powers of the Representative Payee, or any other representations made to the

Credit Union.

•**Veterans Affairs (VA) Fiduciary** – The VA Fiduciary represents the following: (i) the Department of Veterans Affairs Fiduciary Agreement presented is in full force and effect and has not been revoked in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named VA Fiduciary has qualified, is acting as VA Fiduciary, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the VA Fiduciary is authorized to hold, manage, deposit, withdraw, invest, and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit and mutual funds on behalf of the Department of Veterans Affairs Beneficiary; and (iv) the VA Fiduciary will send written notice of any change in VA Fiduciary, or of any amendment or modification of the Department of Veterans Affairs Fiduciary Agreement which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the powers of the VA Fiduciary, or any other representations made to the Credit Union.

•**Personal Representative** – The Personal Representative represents the following: (i) the Letters of Authority presented are in full force and effect and have not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the named Personal Representative has qualified, is acting as Personal Representative, and is authorized to open this account and complete other documents for the receipt of financial services from the Credit Union; (iii) the Personal Representative is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell investments and securities, including without limitation, certificates of deposit and mutual funds, to borrow money, and is authorized to grant a security interest in Estate assets, and accomplish any or all other banking transactions, including the maintenance of a safe deposit box; and (iv) the Personal Representative will send written notice of any change in Personal Representative, or of any amendment or modification of the Letters of Authority which would cause the representations made herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the powers of the Personal Representative, or any other representations made to the Credit Union.

**5.Acknowledgement of Fiduciary Responsibility.** As a Fiduciary, you acknowledge and understand (i) you owe the Protected Person a legal Fiduciary responsibility and (ii) your legal obligations as a Fiduciary and as more fully set forth in the Michigan Estates and Protected Individuals Code, Social Security Administration Rules and Regulations, or the Department of Veterans Affairs Rules and Regulations, as the case may be, to care for the Protected Person's or Estate's property, including funds held on deposit in the Credit Union. You further agree to conduct all business with the Credit Union on behalf of the Protected Person or Estate in accordance with state and federal laws as well as orders from any court of competent jurisdiction, Social Security Administration Rules and Regulations, or Department of Veterans Affairs Rules and Regulations. You understand and agree that funds in a Fiduciary Account may not be pledged as security for any purpose.

**6.Indemnification.** Fiduciary hereby holds the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and personally indemnifies them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorneys' fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of Fiduciary in connection with the account for the Protected Person or Estate or for any distribution

of the Protected Person or Estate assets from the account to any person or entity. This indemnification is made by the Fiduciary both in his or her capacity as such and individually, and shall not be limited by any other independent documentation. If a Fiduciary provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, the Credit Union may refuse to follow the instruction or order.

#### **7. Deposits.**

- **Conservator, Guardian, Representative Payee, or VA Fiduciary** – The Fiduciary has transferred funds into the account for the benefit of the named Protected Person. Any funds deposited into accounts by the Fiduciary or other persons authorized to make deposits shall be conclusively presumed to be property of the Protected Person at the time of deposit.
- **Personal Representative** – The Fiduciary has transferred funds to the Estate to be payable, as directed by law, to the creditors of the Estate, for applicable taxes, and to the heirs at law of the Estate. Any additional funds deposited into accounts owned by the Estate, by the Personal Representative, or other persons authorized to make deposits, shall be conclusively presumed to be property of the Estate at the time of deposit.

**8. Withdrawals.** All sums paid to the Credit Union on shares/deposits (less set-offs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand by the named Fiduciary. Such demand must be made by the named Fiduciary, as indicated on the Signature Card for Accounts Opened by Fiduciaries. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by Court Order. We reserve the right to deny any withdrawal request. The Credit Union shall not be liable for the misappropriation of funds resulting from a withdrawal from a Fiduciary account. Only methods approved by the Credit Union may be used to make withdrawals from the account.

#### **9. Distribution of Accounts.**

- **Conservator, Guardian, Representative Payee, or VA Fiduciary** – If you have opened an account for a Protected Person, you as Fiduciary understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Letters of Conservatorship, Letters of Guardianship, Award Letter, Department of Veterans Affairs Fiduciary Agreement, other documentation on file at the Credit Union, and you, on behalf of the Protected Person forever indemnify and hold the Credit Union harmless for distributions made in good faith reliance on those Letters of Authority or other documentation. You further agree that it is your responsibility to notify the Credit Union when your authority as a Fiduciary has been revoked, rescinded, revised, or in any way modified.
- **Personal Representative** – If you have opened an account for an Estate, you, as Personal Representative, understand and agree that the Credit Union may distribute funds pursuant to the terms of your instructions, or pursuant to the terms of a Court Order, and you, on behalf of the Estate, all heirs at law of the decedent, and all successor Personal Representatives forever indemnify and hold the Credit Union harmless for distributions made in good faith reliance on that instruction and/or Court Order. You further agree that it is your responsibility to notify the Credit Union when an Estate for which an account has been opened has been closed, rescinded, revised, or in any way modified.

### **VIII. ELECTRONIC FUND TRANSFERS (EFT) AGREEMENT**

**A. Generally.** This Electronic Fund Transfers Agreement and Disclosure (EFT Disclosure) contains additional Agreement provisions setting forth your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Parkside Credit Union. By



signing an application for EFT services, signing any card we issue to you, by requesting a Personal Identification Number (PIN) or password to be issued, or by using any services covered by this EFT Disclosure, you agree to the terms and conditions in this EFT Disclosure and any amendments to 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.

**B. Accounts Affected.** Each of the following types of accounts in the Credit Union can be subject to some kind of electronic fund transfer (EFT) service:

- Regular Savings Account
- Checking Account
- Sub Savings Account
- Holiday Savings Accounts
- Certificates of Deposit
- Money Market Accounts

These types of accounts are sometimes referred to in this EFT Disclosure as “account(s).”

**C. “Electronic Fund Transfers” Initiated by Third Parties.** You may authorize a third-party to initiate EFTs 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 Clearinghouse (ACH) or other payment networks. 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/or 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 may be found on your check. 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 EFT transactions. We reserve the right to reject any EFT transaction initiated by a third party if the name on the EFT does not match the name of the owner or a joint owner of the account.

**D. “Electronic Funds Transfer” Services Available.** The sections below set forth the types of EFT services we are capable of handling, some of which may not apply to your account. Please read this EFT Agreement carefully because it tells you your rights and obligations for the transactions listed. You should keep this EFT Agreement for further reference. We do require you to maintain a minimum balance in your Regular Savings Account of \$5.00 as a condition of using an access device (Card or Code) to accomplish a transfer. We do not require you to maintain a minimum balance in any other account as a condition of providing EFT services. At the present time, you can authorize the following types of “electronic fund transfers” to, from, or between your “account(s)” in the Credit Union:

**1. Preauthorized Transfers to Your Accounts (Credits):** You may make arrangements for certain direct deposits, or other preauthorized transfers, to be accepted into your account(s) such as:

- Direct deposit of Social Security and pension payments;
- Direct deposit of Veterans Administration benefits and Railroad Retirement benefits;
- Deposits of net paycheck or payroll deduction from various employers who have agreed to send such deposits to us;
- Direct deposit of military active duty pay or retirement benefits;
- Transfers between your accounts in the Credit Union;
- Automatic transfer from another person’s account in the Credit Union or;
- Deposit(s) from any third party through the facilities of an Automated

Clearinghouse (ACH), or other electronic network.

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

**2.Preauthorized Transfers from Your Accounts (Debits):** You may make arrangements to pay certain recurring or one-time debits from your account(s) such as:

- Payments of your house mortgage, insurance premiums and utility bills, as well as other types of payments to third parties, through facilities of an Automated Clearinghouse (ACH) or another electronic network;
- Transfers between your accounts in the Credit Union;
- Automatic transfers to another person's account in the Credit Union or;
- Automatic transfers from your account to make payments on another person's loan to the Credit Union.

If these regular payments may vary in amount, the payee you are going to pay should tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**3.Electronic Check Conversion and Returned Check Charge:** 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, pay bills, or other transactions. The check may be given to the merchant or other payee blank, partially completed, or fully completed and signed; may be presented at the point of sale or mailed to a merchant or other payee or lockbox and later converted to an EFT, or may be retained by the consumer, the merchant or other payee, or the payee's financial institution. This may include the electronic payment of charges for checks returned for non-payment. Your authorization to make such types of electronic fund transfers may be expressed in writing or implied, for example, by the merchant or other payee posting a sign.

**4.Automated Phone Banking Transactions:** If you are an enrolled user in our Automated Phone Banking response system, you may call our Automated Phone Banking program toll-free at 866.554.1584 to use your telephone or mobile device, and Access Code to make the following electronic fund transfers:

- Withdrawals from your accounts or line-of-credit loans in the Credit Union (check will be mailed to your address on file);
- Transfers between your accounts in the Credit Union, excluding IRA, ESA, and certificate accounts;
- Transfers between your accounts (except IRA, ESA, or certificate accounts) and line-of-credit loans in the Credit Union;
- Transfers from your accounts (excluding IRA, ESA, and certificate accounts) or line-of-credit loans to make payments on your loans or credit cards at the Credit Union.
- Transfers from your accounts or line-of-credit loans in the Credit Union to another member account at the Credit Union, which you have previously authorized.

Transactions made by Automated Phone Banking, Online Banking, and Mobile Banking are individually limited up to \$5000 per payment source per day.

**5.Automated Teller Machine (ATM) Transactions:** At the present time, you can use automated teller machines (ATMs) owned and operated by Parkside Credit Union, and ATMs in the NYCE, Co-op, and Plus

networks. Other regional networks may also be available through network sharing agreements.

The number and location of ATMs is, of course, subject to change at any time. If you have an Automated Teller Machine Debit Card (Card) and PIN, we will keep you informed from time to time of the location of our machines and the networks available. Not all transaction types may be available at all ATMs.

If you have a Debit Card for which we have issued a PIN, you can use your Card and PIN to make the following transactions in an ATM. However, your Card(s) may need to be reprogrammed by our staff in order to access all of these accounts:

- Deposits to your Regular Savings, Checking, Sub Accounts, or Money Market accounts. You may deposit no more than \$25,000 per day;
- Cash withdrawals from your Regular Savings, Checking, or Money Market accounts. You may withdraw no more than \$505 (including surcharges) per day, per Debit Card;
- Transfers (non-cash) between Regular Savings, Checking, or Money Market accounts;
- Transfers (non-cash) from your line-of-credit loan accounts with us to your Regular Savings, Checking, or Money Market accounts.

\*Note that Money Market account access restricted to ATMs owned and operated by the Credit Union and ATMs in the Co-op Network.

ATM deposit access may not be available during the first ninety (90) days of account opening or longer for accounts with restricted access. Additionally, certain Card(s), at the option of the Credit Union, may have deposit restrictions, reduced cash withdrawal and point-of-sale authorization limits; however, if this is the case, you will be notified.

• **Your Option to Limit Cash Withdrawals.**

In addition to dollar amount limitations for withdrawals using your Debit Card or PIN that we may establish, you have the option to limit the amount of cash that can be withdrawn by your Card(s) and/or PIN to \$50.

**6. Point-of-Sale (POS) Transactions:** If you have a Debit Card (Card) for which we have issued a PIN, you may use your Card and PIN to pay for goods and services at places that have agreed to accept Cards with Interlink or NYCE access, or other third-party merchants/ processors, authorized by you, with whom we are not associated. These businesses may display the Interlink or NYCE logo in their business locations. Payment may only be made from funds in your checking account. Access to other accounts is not permitted.

To protect against possible losses, your Debit Card will not allow you to obtain more than \$1,500 in goods or services per day, through any combination of transactions at point of sale terminal(s) or purchase(s) at Master Card merchant(s) during a daily twenty-four (24) hour cycle. These limits are in addition to the ATM cash withdrawal limits stated above.

**7. Debit Card Transactions:** If you have a Debit Card associated with your Parkside Credit Union checking account, you may use your Card to purchase goods and services from merchants that have agreed to accept Cards, subject to the limitations stated in the Point-of-Sale section above. These merchants may display the payment card logo in their business locations. You may also use your Debit Card to order goods or services by mail, telephone, or the Internet from merchants that have agreed to accept Cards. Your Debit Card, along with your PIN, will also perform the transactions itemized in the "Automated Teller Machine Transactions" and "Point-of-Sale Transactions" sections above. Transactions may only be made from funds in your checking account. Access to other accounts is not permitted.

**8. Online Banking and Mobile Banking Transactions:** Our Online Banking and Mobile Banking allows members to process electronic fund transfers between Credit Union account(s) and make other transfer

requests by use of a computer or mobile device connected to the Internet. If you are an enrolled user of our Online Banking system, you may log onto either Online Banking or Mobile Banking to process the following transactions:

- Transfers between your accounts in the Credit Union (excluding IRA and certificate accounts);
- Transfers from your accounts to your loans or credit card in the Credit Union;
- Transfers from your line-of-credit loans to your accounts;
- Transfers from your accounts or line-of-credit loans to another member account at the Credit Union. Transfers to other member accounts through Mobile Banking must be preauthorized;
- Make third party payments through use of our Bill Pay service.

Transactions made by Automated Phone Banking, Online Banking, and Mobile Banking are individually limited up to \$5000 per payment source per day, a maximum of six (6) transactions per day, and an aggregate maximum daily transaction limit of \$25,000.

**9. Bill Pay Services:** Bill Pay is a bill payment service, which allows members to transfer funds from their checking account to make third-party payments. You must be an enrolled user of Online Banking to access the Bill Pay service. Please see the Fee Schedule for details on non-usage of Bill Pay. We reserve the right to impose and charge applicable additional fees, or change fees, upon notice, in the future. You must be logged into our Online Banking or Mobile Banking program to use the Bill Pay service. Not all services are available through Mobile Banking. The Bill Pay service offers the following electronic fund transfers:

- Withdrawals from your checking account in the Credit Union to make payments to third parties, through the facilities of an Automated Clearinghouse (ACH), other electronic network, or by check.
- Bill Pay transfers can be scheduled as a One-Time payment, Recurring payment, or Rush Delivery payment. Depending on the Payee, bill payments may be processed as an electronic payment or check payment. Electronic payments will be withdrawn from your account on or after 3 p.m. on the payment processing day. Check payments will be issued by check and withdrawn from your account on the date you schedule. Bill payments will be delivered to the Payee by the "Deliver By" date indicated at the time the payment is scheduled.
- A One-Time payment will begin processing on the day scheduled by you, or if not a business day on the next business day. One-Time payments may be scheduled up to eighteen (18) months in advance and may be edited or cancelled prior to 3:00 p.m. (Eastern Time) on the date the payment is scheduled to begin processing.
- A Recurring payment may be scheduled to occur automatically based upon a specified regular basis, beginning on the start date you have indicated and ending on the end date you have indicated. Electronic Recurring payment(s) will be withdrawn on the business day you have scheduled, or if not a business day on the prior business day. Recurring payments may be edited or cancelled by you prior to 3:00 p.m. (Eastern time) on the date the payment is scheduled to begin processing.
- A Rush Delivery payment, when available, must be scheduled on a business day prior to 4:00 p.m. (Eastern Time). Funds will be withdrawn from your checking account the same day you enter the payment information. The third-party payment will be delivered on the next business day or the second business day, as designated by you. Rush Delivery payments may be edited or cancelled by you prior to 4 p.m. (Eastern Time) of the day in which the payment is scheduled to begin processing. There is a fee for Rush Delivery payments as indicated at the time the payment is scheduled.
- The Bill Pay program is available twenty-four (24) hours per day,

seven (7) days per week, and is limited to \$5,000 per payment and an aggregate of \$5,000 per day. All payments must be payable in United States Dollars and the payee address must be within the United States. We do not recommend making payments to a federal, state or local governmental or taxing unit.

**E. Mobile Payment and Digital Wallet Services.** A mobile payment and/or digital wallet service allows members to make payments using compatible devices and applications (such as Apple Pay).

The storage and usage of your Credit Union Card number or account information in third party applications is subject to the terms and conditions of the applicable cardholder and account agreements with the Credit Union. Please contact the Credit Union for further information or any questions regarding your use of these services.

**F. Illegal Use of Card or Other “Electronic Fund Transfer” Service.**

You agree not to use EFT services 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 you may be located. The Credit Union may decline to authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness. The Credit Union will immediately report and comply fully with law enforcement agencies seeking to investigate illegal use of a Credit Union Card or other EFT service.

**G. Card and Electronic Device Ownership.** All Automated Teller Machine (ATM) and/or Debit Cards, and their personal identification numbers (PINs), Online or Mobile Banking passwords, and Automated Phone Banking PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. Your use of such services is a revocable privilege. Because we retain ownership of all Cards and PINs, we may, in our sole discretion, revoke your access to such privileges for repeated overdrafts, account misuse, loan delinquencies, and other activities deemed adverse to the Credit Union's interest. If this EFT Agreement is terminated, you agree to surrender any Debit Cards to us. We will not be required to complete any EFT service that would cause your account to go below zero, or after the service has been terminated, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, along with any applicable fees as set forth in our Fee Schedule.

**H. Personal Identification Number (PIN) and Password Secrecy and Member Responsibility.** If we have issued PINs or passwords (Codes) for use in conjunction with your Card(s) or account, you agree to keep the Codes secret and you also agree that you will not write the Code on your Card(s) nor on any item you keep with your Card(s) or other account information, or store your Codes on your computer.

**I. Fees for “Electronic Fund Transfers”.** We may charge you fees for EFT services as set forth in this EFT Agreement or as set forth in our Fee Schedule. We reserve the right to impose, or change such fees, if we deem it necessary. We will give you at least twenty-one (21) days advance written notice before imposing or increasing any such fee..

**ATM Transaction Fees** – 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 our Overdraft Policy), 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.

**J. Currency Conversion and International Transactions.** If you use

your Card to make a transaction in a country outside the United States, you will be charged an International Transaction Fee, regardless if the transaction is made in foreign currency or United States (U.S.) currency (Refer to our current Fee Schedule for the applicable Debit/Credit Card International Transaction Fee). If the transaction is made in foreign currency, the transaction will be converted to U.S. Dollars. The currency conversion rate will be either a rate selected by payment card or the Plus network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate payment card or Plus Network itself receives, or the government mandated rate in effect for the applicable central processing date. We reserve the right to change this fee, upon notice, in the future.

**K. Limitations on “Electronic Fund Transfers”.** Transfers and withdrawals made by telephone, facsimile, by Automated Phone Banking, through Online or Mobile Banking, by transfer to an authorized third party, or to cover overdrafts will be limited to a total of six (6) such transfers and withdrawals per account, per month. Transfers and withdrawals made by ATM, in person or by mail, and through our Bill Pay service are not subject to this limitation nor are transfers and withdrawals made from your checking account. We may refuse to make transfers in excess of the above limits and your account(s) may be subject to closure if these limits are exceeded.

Refer to Subsection D of this EFT Agreement regarding product/service specific limitations and restrictions.

Your accounts may be accessed twenty-four (24) hours per day, seven (7) days per week, except for short periods of time each day to allow for certain processing and back-up requirements. Other unanticipated outages may be experienced, although they will be kept to a minimum. We reserve the right to deny EFT services if any of your account(s) are not in good standing, such as if you are past due on your loan obligations with us or overdrawn on any of your account(s). We also reserve the right to deny any EFT service when, in our sole discretion, a transaction is deemed to subject the account or Credit Union to a high level of risk. These limitations may be changed in the future; however, we will give you written notice of any such change at least twenty-one (21) days in advance.

**L. Documentation of Transfers.** You can get a transaction receipt at the time you make any transfer to, from or between your account(s) using an ATM, point-of-sale terminal, or make a Card purchase transaction. A receipt may not be available if the transaction amount is \$15 or less. If you have arranged to have direct deposits at least once every sixty (60) days from the same person or company:

1. In most cases, the person or company making the deposit will give you notice every time they send us the money, but
2. If that person or company does not give you such notice, you may use our Automated Phone Banking, Online Banking, Mobile Banking, or contact us at 734.525.0700 to find out whether or not the deposit was made.

You will receive a statement every month in which you have EFT activity, and at least once per quarter for each account(s) for which you have authorized any EFT service described in Subsection D that has not had activity in a given month.

**M. Rights and Procedures to Stop Payment on Preauthorized, Electronic Check Conversions, and Bill Pay Transfers.** If you have authorized payments from your account(s), or authorized an electronic check conversion, you can stop these payments. One-Time and Recurring Bill Pay transactions may be edited or cancelled through the Bill Pay service by you prior to 3 p.m. (Eastern Time) on the scheduled processing day. Rush Delivery payments may be edited or cancelled through the Bill Pay service by you prior to 4 p.m. (Eastern Time) on the scheduled processing day. To place a stop payment on a preauthorized transfer,

electronic check conversion, or Bill Pay payment issued by check you must:  
Call us 734.525.0700

Or, write us at:

Parkside Credit Union  
Attention: Remote Services  
1747 S. Newburgh Road  
Westland, Michigan 48186

This notice must be sent in time for us to receive your request three (3) or more business days before the payment is scheduled to be processed. Give us your name and account number, the name of the party receiving the payment, the amount of the payment, and date on which it is scheduled to be processed. If you call, you may be required to put your request in writing and to get it to us within fourteen (14) days after you call. A written stop payment order is valid for six (6) months.

We charge a fee for handling such stop-payment orders and reserve the right, upon notice, to change such fees in the future. Refer to ACH, Check, and Bill Pay Stop Payment Fees in our current Fee Schedule.

If you order us to stop a preauthorized payment, check conversion, or Bill Pay payment issued by check three (3) or more business days before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or proven damages. Refer to Subsection S of this EFT Agreement, for our business days.

**N. Reversing "Electronic Fund Transfers".** If an EFT described in Subsection D was a payment of \$50 or more for goods or services to a third party, you have the right to require us to reverse such transfer and to credit your account with the full amount of the transfer if (i) you tell us, within four (4) calendar days after the date of the transfer, to make such a reversal, (ii) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (iii) 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:

Parkside Credit Union  
Attention: Remote Services  
1747 S. Newburgh Road  
Westland, Michigan 48186

If you phone us, you MUST call us at 734.525.0700.

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 fourteen (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. Refer to the ACH returned item fee in our current Fee Schedule.

**O. Confidentiality.** In the ordinary course of business, we will only disclose information to non-affiliated third parties concerning your account(s) or electronic fund transfers described in Subsection D under the following circumstances:

- When it is necessary to complete transactions;
- If you give us written permission;
- In order to verify the existence and condition of your account(s), for a third party, such as a credit bureau or merchant (at our discretion);
- In order to comply with government agency or court orders.

**P. Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card and/or Code has been lost or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your account and in any other associated account(s). If you believe your Card and/or Code has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you will have no liability if someone used your Card and/or Code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card and/or Code, under Regulation E, you could lose up to \$500. Also, you may have unlimited liability if the unauthorized transaction(s) are not reported within sixty (60) days of when the unauthorized transaction(s) were reported on a periodic statement. If a good reason (such as a verifiable long trip or hospital stay) kept you from telling us we will extend the time periods.

**Special Liability Protection Rules for Debit Card Transactions.** You will not be liable for any unauthorized transactions made with your lost or stolen Debit Card, when used to make purchases processed through the payment card network (excluding transactions performed at an ATM or Interlink point-of-sale merchant), unless you are negligent in the handling of the Card, or transactions are not reported within the timeframes noted above.

**Contact in event of unauthorized transfer.** If you believe your Card and/or Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the following telephone number or address:

Telephone us at 734.525.0700

Or write to us at:

Parkside Credit Union

Attention: Remote Services

1747 S. Newburgh Road

Westland, Michigan 48186

For lost or stolen Debit Cards, please see [ParksideCU.org](http://ParksideCU.org) for contact information.

**Q. Error Resolution Notice.** In case of errors or questions about your EFT transactions, call or write us at the telephone number or address listed above, as soon as you can, if you think your statement or a transaction receipt is wrong or if you need more information about an EFT transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared with the following information:

1. Tell us your name and account number (if any); and
2. Describe the error or the EFT transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within fourteen (14) calendar days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the EFT transaction involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the EFT transaction involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account a provisional credit within ten (10) business days (twenty (20) business days if the EFT transaction involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within fourteen (14) calendar days, we may not credit your account. Your account is considered a new account for the first ninety (90) days after the first deposit is made, unless you already have an established account open at least ninety (90) days with us before the new account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation by contacting us at the telephone number and address shown above.



**R. Our Liability for Failure to Make Electronic Fund Transfers.** If we do not complete an EFT transaction to or from your account(s) on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages. However, there are some exceptions. For example, we will not be liable, for the failure to complete a transfer under any of the following circumstances:

- For a loss of a Card that is retained or destroyed by an ATM;
- If, through no fault of ours, you do not have sufficient available funds in your account to make the EFT;
- If there are not sufficient available funds in your account, in excess of amounts you have pledged to us as collateral for a loan, to make the EFT;
- If there are not sufficient available funds in your account to make the EFT;
- If the funds in your account are subject to garnishment or other legal process;
- If we have, because of your default on a loan, exercised our rights against the funds on deposit in an account;
- If the EFT would take the balance on your overdraft loan (if applicable) over the credit limit;
- If the EFT would go over the established limit on your account(s);
- If you used your Card(s) or other access device in an incorrect, illegal or unauthorized manner;
- If the ATM where you are making the withdrawal does not have enough cash;
- If the ATM or system where you are making the EFT was not working properly and you knew about the breakdown when you started the EFT transaction;
- If the failure was caused by a merchant, system or network not within our control;
- If you use or attempt to use EFT services after your right has been canceled;
- If circumstances beyond our control (such as fire or flood) prevent the EFT, despite reasonable precautions we have taken;
- if you operate an ATM or system improperly;
- If you fail to observe the terms and conditions of this EFT Agreement or our account agreements (including but not limited to this Membership and Account Agreement) with you;
- If, due to suspicious activity on your account, we have temporarily suspended your privileges until the activity can be verified;
- If, using Bill Pay, you attempt to make a payment to a payee outside the U.S., or to a governmental or taxing unit, or another restricted payee;
- If any of your loan accounts or any other obligation owing to us is delinquent or in default, or any account with us is in derogatory status;
- or
- Other reasonable exceptions as established by us.

**S. "Business Days".** Our business days are Monday through Friday, excluding Federal Holidays, Good Friday, the Friday after Thanksgiving, Christmas Eve, New Year's Eve, and on any day designated for their observance.

**T. Notification of Regulatory Authority.** This EFT Agreement and the EFT services provided in this EFT Agreement are governed by Federal law and Michigan law. You may notify the State agency noted below of any violation of law. The address of this Authority is as follows:

State of Michigan  
Dept. of Insurance & Financial Services  
Credit Union Division  
P.O. Box 30220  
Lansing, MI 48909-7720

**U. Amendments.** We reserve the right to amend this EFT Agreement 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. When 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 Agreement without notice if an immediate change is necessary to maintain or restore the security of our account arrangements or of any account.

**V. Notices.** All notices from us will be effective when mailed or electronically delivered to your last known address, or email address, in our records. Notices from you will be effective when received by us at the address specified in this EFT Agreement.

**W. Termination of “Electronic Funds Transfer” Services.** You may terminate this EFT Agreement or any EFT service under this EFT Agreement at any time by notifying us in writing and stopping your use of the service, your Card(s), or any Code. Upon termination, 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 Agreement at any time by notifying you orally or in writing at your last known address, or email address, on file with us. If we terminate this EFT Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card(s) or access code for any EFT service. Whether you or the Credit Union terminate this EFT Agreement, the termination will not affect your obligations under this EFT Agreement or any EFT transaction(s) made prior to termination. If either you or we terminate this EFT Agreement, we have the option of terminating all of your accounts with us that may have any sort of electronic access or restricting such accounts to in-person transactions, a written request (such as by mail), or a telephone request made directly to a Credit Union employee only. We also may exercise any other rights available to us under the Membership and Account Agreement or applicable law.

**X. Access Device Revocation.** Any Card, Code, 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 a result of insufficient available funds in the account;
- Any transaction that occurs on your accounts which results in a monetary loss of the Credit Union;
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards;
- Forced closure of an account with the Credit Union; or
- Any other situation in which the Credit union deems revocation to be in its best interest.

## **IX. FUNDS AVAILABILITY POLICY**

This policy statement applies to “transaction accounts”. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be considered transaction accounts.

Our general policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and other electronic debits that are presented for payment.

For determining the availability of your deposits, Monday through Friday is a “business day” except Federal Holidays, Good Friday, the Friday

after Thanksgiving, Christmas Eve, New Year's Eve, and on any day designated for their observance.

If you make a deposit at one of our offices before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

### **Same Day Availability**

Funds from the following deposits will be available on the same day we receive the deposit:

- Cash deposited in person to one of our employees;
- Funds from electronic deposits (ACH) to your account; or
- Checks drawn on the Credit Union and deposited in person to one of our employees.

### **Next Day Availability**

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

- Wire transfers to your account;
- U.S. Treasury checks and U.S. Postal money orders that are payable to you;
- Federal Reserve Bank and Federal Home Loan Bank checks that are payable to you;
- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you; or
- Checks drawn on the Credit Union and deposited into our night

depository receptacle.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds will generally be available on the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you will need funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period, and posted to your Regular Savings account under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one day;
- You/we redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six (6) months; or
- There is an emergency such as a natural disaster, failure of computer or communications equipment, or other situations that interrupt the processing of checks.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They

will generally be available no later than the tenth business day after the day of your deposit.

### **Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first ninety (90) days your account is open:

- Funds from in person deposits of cash and electronic deposits (ACH) to your account will be available on the day we receive the deposit.
- Funds from deposits of wire transfers and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit.
- If your deposit of checks noted above (other than a U.S. Treasury check), is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available no later than the tenth business day after the day of your deposit, unless other exceptions listed in the "Longer Delays May Apply" section above also apply.

### **Holds on Other Funds**

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

### **Deposits at Proprietary ATMs**

Parkside Credit Union owns and operates many of its own ATMs. These are clearly identified as Parkside Credit Union ATMs and can be found at any of our offices and within the community. We will keep you informed of changes and additions to these locations.

Our policy is to make funds deposited (cash or check) into a Credit Union ATM (other than Treasury checks and checks drawn on the Credit Union) available to you on the second business day after the day of your deposit. Treasury checks, checks drawn on the Credit Union, and the first \$225 of your deposit, however, will be available on the next business day after the day of the deposit, unless other exceptions referred to in the "Longer Delays May Apply" and "Special Rules for New Accounts" sections also apply. Deposits made into an ATM on a business day prior to midnight are considered received the same business day. Deposits made into an ATM on Saturdays, Sundays or holidays observed by the Credit Union will be considered received the next business day we are open.

### **Deposits at Nonproprietary ATMs**

Funds from any deposits (cash or checks) made at an ATM we do not own or operate will not be available until the second business day after the date of your deposit.

Deposits made into an ATM on a business day prior to midnight are considered received the same business day. Deposits made into an ATM on Saturdays, Sundays or holidays observed by the Credit Union will be considered received the next business day we are open.

However, all ATM deposits are subject to the same conditions and exceptions referred to in the "Longer Delays May Apply" and "Special

Rules for New Accounts” sections above.

### **Foreign Checks**

Checks drawn on financial institutions located outside of the United States cannot be processed.

## **X.UNIFORM COMMERCIAL CODE (UCC) FUNDS TRANSFERS AGREEMENT**

The following rules shall apply to all funds transfer services processed by the Credit Union (ACH, wire transfers, or other electronic services), except to the extent governed by the Electronic Funds Transfer Act.

We may accept on your behalf, payments to your account or transfers from your account, which will be or have been transmitted by Fedwire, or through a similar wire transfer system, that is used primarily for transfers between financial institutions or between businesses. Your rights and obligations with respect to such transfers shall be construed in accordance with and governed by Regulation J, Subpart B - Funds Transfers through Fedwire, and the applicable Federal Reserve Bank Operating Circular.

We may also accept on your behalf funds transfers which have been transmitted through one or more Automated Clearinghouses (ACHs) and to the extent not governed by the Electronic Fund Transfer Act, your rights and obligations with respect to such funds transfers shall be construed in accordance with and governed by the laws of the State of New York, unless it has otherwise specified in a separate agreement that the law of some other state shall govern. 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.

In general, we will accept fund transfer orders only if you agree to the terms of this Funds Transfers Agreement, and for outgoing wire transfers, have signed an Authorization for Transfer form, have sufficient funds available in the appropriate account to execute the funds transfer order plus the appropriate fee (Refer to our Fee Schedule), and produce acceptable identification. If you have provided written wire transfer instructions for recurring wire transfers, we will accept telephonic funds transfer orders from you, provided our security procedures are followed. Once you have agreed to the terms and conditions of this Funds Transfers Agreement, provided written wire transfer instructions, and provided us with a secret personal identification number (PIN), created by you, we will accept wire transfer orders from you via telephone, provided you have sufficient funds available in the appropriate account to execute the wire transfer, and you provide the PIN when you call to make your wire transfer. You hereby acknowledge that the security procedures described are commercially reasonable and that you have agreed to the security procedure offered by the Credit Union and agree to follow the security procedure when making a funds transfer order via telephone. You hereby acknowledge that you will be liable for any wire transfer or communication amending or canceling a wire transfer, whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed upon security procedure. We will charge you a fee for each wire transfer request that we process. Refer to the Wire Transfer Fee in our current Fee Schedule.

The Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your funds transfer orders. We will not be liable for failure to comply with the terms of any funds transfer order (ACH, wire transfer, or other electronic service) when such failure is caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union. You hereby indemnify the Credit Union, its agents, and employees against any loss, liability, or expense (including attorneys' fees) resulting

from or arising out of any claim of any person in connection with any matters subject to this Agreement, except where applicable law precludes your indemnification. We accept funds transfer orders into and out of your savings and/or checking account(s). Funds transfer orders from your account(s), other than your checking account, will be limited to a total of six (6) withdrawals or transfers to third parties, by means of a preauthorized or automatic transfer or telephonic order or instruction or similar order, per month. We may refuse to make further transfers and your account(s) may be subject to closure if these limits are exceeded. If, (i) you give us a funds transfer order, or (ii) we receive a funds transfer order, which identifies a beneficiary's financial institution, an intermediary financial institution, or a beneficiary, by name and number, we and every receiving or beneficiary financial institution, may rely on the identifying number to make payment. This will be true even if the number provided to us identifies a different financial institution, person, or account other than the one named.

We will provide you with notification of an incoming funds transfer order as part of your periodic statement. Therefore, we will not provide a special notice every time we receive a funds transfer order into your account. Information is available regarding incoming funds transfer orders through our Online Banking, Mobile Banking, Automated Phone Banking or you may contact us at 734.525.0700 if you are expecting a funds transfer order into your account.

Wire transfer requests for incoming and outgoing Domestic wires received after 4:00 p.m. Eastern Standard/Daylight Time as observed in Westland, Michigan (Eastern Time) will be sent or posted to your account the following business day. Wire transfers requests for incoming and outgoing International wires received after 2:00 p.m. (Eastern Time) will be considered received the following business day. At this time, the Credit Union does not participate in incoming and outgoing International wire transfer requests.

ACH transactions (debits and credits) received after 8:30 a.m. will be considered received the following business day, unless received by us as a "Same Day" ACH transaction. "Same Day" ACH transactions received on a business day by 4 p.m. will be posted to your account no later than 5 p.m. on the business day of receipt. Refer to Section VIII, Subsection S of this Agreement for our business days.

If we are obligated to pay interest to you on the amount of a funds transfer order, you shall be paid interest on a daily basis equal to the dividend rate otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a funds transfer order, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees, unless otherwise required by law or regulation. If you make a funds transfer order which instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law. We may refuse to wire funds to foreign countries if we deem it to be a violation of law. At this time, we do not accept Funds Transfer Orders to foreign countries.

You hereby agree to notify us in writing of any unauthorized or erroneous funds transfer order within thirty (30) days from the date you first received notification from us either that the funds transfer order was accepted or your account was debited with respect to the funds transfer order. Should you fail to so notify us of any unauthorized or erroneous funds transfer order, we will not be liable to you for any subsequent similar occurrences that we could have prevented had we received such notice.

Credit given by us to you with respect to a funds transfer order, or an ACH credit entry, is provisional until we receive final settlement for such entry through a Federal Reserve Bank, or other intermediary bank. If we do not

receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such an entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

## XI. EFFECTIVE DATE

The effective date of this Agreement is July 1, 2020.

# PARKSIDE CREDIT UNION OVERDRAFT POLICY

## I. Your Liability For Overdrafts.

**PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 734.525.0700, OR VISIT YOUR LOCAL BRANCH.**

### 1. General.

#### a. What Does it Mean to Overdraw Your Account?

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

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

#### b. What Happens if the Credit Union Refuses to Pay the Item?

If you overdraw your account, we may return the item unpaid, commonly known as a return for “non-sufficient funds” or “NSF”. It is important to understand that the Credit Union has no control over how many times an intended payee will resubmit an item to us for payment. When we return an item unpaid, we will assess you an NSF Fee each time the item is presented to us for payment. There is no limit on the number of NSF Fees we may assess against your account. NSF items are described in more detail in Section D.

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

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

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

The Credit Union also offers an overdraft line of credit for qualifying members. This Overdraft Policy describes only our Courtesy Pay and Overdraft Transfer Services. If you have questions regarding applying for an overdraft line of credit, please contact the Credit

Union for additional information.

**d. Your Obligation to Keep Records of Your Transactions.**

While we provide Courtesy Pay and the Overdraft Transfer Service 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.**

**2. Your Available Balance.**

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

**b. Your “Actual Balance”.** Your “actual” balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered “available” for transactions on your account. The actual balance is also sometimes referred to as your “ledger balance”. Your actual balance reflects transactions that have posted to your account, but it does not reflect transactions that have been authorized and are pending or deposits that may be on hold. While the 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 because 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:

- Assume 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. Though your actual balance is \$50, you have already spent \$40.

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

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



the transaction to your account, and your actual balance will be reduced by the amount of the posted transaction.

**d. Your Available Balance and Non-Debit Card Transactions.**

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

**3. Authorization Holds for Debit Card Transactions.**

**a. 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.

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

**c. 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.

**d. 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 to thirty (30) business days for certain transactions).

**e. Your Available Balance and Debit Card Transactions.**

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

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

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

- **Example 1: Purchase transactions where the final amount is initially unknown.** The most common examples of a purchase transaction where the final amount is initially unknown are gas station purchases, restaurant charges, hotel and car reservations. In such cases the transaction will be communicated to the Credit Union for authorization in one amount, but when the transaction actually settles to your Account it does so for a greater amount. For example, if you use your debit card to pay at the pump for a gasoline purchase, you typically must utilize your debit card before operating the pump. The Credit Union may receive an authorization request in the amount of \$15.00. At the time of the authorization request, the available balance in your account is \$30.00, so the Credit Union approves the authorization request, and the available balance in your account is reduced to \$15.00. You proceed with the transaction, and purchase gasoline totaling \$40.00. When that transaction actually settles to your Account in the amount of \$40.00 as opposed to the \$15.00 that was authorized, the available balance in your Account is not sufficient to cover the settlement of the preauthorized transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions).
- **Example 2: Purchase transactions where intervening items paid between authorization and settlement result in the overdrafting of your Account.** Assume the same gas station scenario as described in Example 1, except that you purchase gasoline totaling just \$15.00, so the authorized amount of the transaction is the same as the settlement amount of the

transaction. However, between the day the transaction was authorized and the day the transaction settles to your account, a check you wrote in the amount of \$35.00 is presented for payment. The available balance in your account at the time of presentment is \$15.00, but the Credit Union pays the item in accordance with its Courtesy Pay service, resulting in an overdraft. When the \$15.00 gas station transaction actually settles to your account, the available balance in your account is not sufficient to cover the settlement of the preauthorized transaction, even though the settlement amount of the transaction is the same as the preauthorized amount of the transaction. Accordingly, the Credit Union's payment of the preauthorized transaction results in an additional overdraft, and you will incur a fee (assuming you have opted into the Credit Union's payment of overdrafts for everyday debit transactions).

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

If your available balance is insufficient to cover a merchant's authorization request, and you have opted in to Courtesy Pay for everyday debit transactions, we may choose to approve the authorization request. In the instance where your available balance was insufficient to cover a merchant's authorization request at the time of authorization without causing the account to have a negative balance, and we choose to authorize the transaction using Courtesy Pay, 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.

Note that transactions authorized with a merchant as recurring debit card transactions may be covered by Courtesy Pay regardless of whether you have opted into Courtesy Pay for the payment of everyday debit card transactions.

#### **4. Payment of Overdrafts.**

##### **a. 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.

**b. 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, resulting in an overdraft, or which we decline pay because payment of the item would result in an overdraft had we paid it. If we pay an item in accordance with Courtesy Pay, we will charge you a Courtesy Pay Fee. There is no limit on the total fees we can charge you for overdrafting your account.

**c. Fees Associated with Overdrawing Your Account – Overdraft**

Transfer Service. There are fees associated with using our Overdraft Transfer Service. These fees may be less expensive than Courtesy Pay Fees or NSF Fees. If we pay an item in accordance with our Overdraft Transfer Service, we will charge you an Overdraft Transfer Fee. If you have elected **both** the Overdraft Transfer Service **and** Courtesy Pay, there are circumstances wherein you will be charged **both** an Overdraft Transfer Fee **and** a Courtesy Pay Fee. These circumstances are discussed in greater detail in Section F. There is no limit to the total fees we can charge you for overdrafting your account.

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

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

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

In addition, your available balance may not reflect all of your debit card transactions. We have no control over when a merchant submits an item for payment. For example, if a merchant obtains our prior authorization but does not submit an everyday debit card transaction for payment within 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 are required to release the authorization hold on the transaction. Your available balance will not reflect this transaction once the hold has been released. Please refer to the section entitled “Authorization Holds for Debit Card Transactions” 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. Please refer to the Funds Availability Disclosure for information regarding the availability of your deposits for withdrawal.

**5. How Transactions Are Posted to Your Account.** There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item: checks, ACH transactions, or ATM/point-of-sale (POS) transactions. It is common for each of these

presentment files to contain multiple items to be processed against your particular account. When multiple items are received at the same time, the items will be paid as follows:

- Checks are paid in the order received;
- ACH items in each presentment file post credits first in the order presented, then debits in the order presented (we typically 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.

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

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

## **6. Overdraft Transfer Service.**

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

With this service, you authorize us to make transfers of available funds automatically from your regular savings account, plus the overdraft transfer fees, to cover overdrafts in your checking account. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your regular savings. The Overdraft Transfer Service is an optional feature that can be added to your eligible checking accounts upon your request. To request or terminate the Overdraft Transfer Service: (1) call us at 734.525.0700; (2) visit any branch and speak with a Member Service Representative; or (3) mail a request to us at Parkside Credit Union, 1747 S. Newburgh Road, Westland, MI 48186.

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

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

**b. Limits on Overdraft Transfer Service.** We will not transfer more than the available account balance in a designated linked account if the amount of the overdraft and related fee(s) exceed the available amount. If the available balance in a designated linked account is not enough to pay the full amount of the transaction(s) you have initiated

on any day plus the Overdraft Transfer Fee(s), we will transfer up to the available balance to pay one or more transactions, plus the applicable fee for each item. Any transactions that are not paid by the transfer will either be paid through our Courtesy Pay Service or returned, and Overdraft Transfer Fees, Courtesy Pay Fees, and/or NSF Fees, as applicable, will be assessed.

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

- o Assume your actual and available balances in your checking account are both \$50, and your available balance in your savings account is \$10. You write a check for \$80. When the check is presented for payment, because you don't have \$80 available in your checking account or regular savings account, the item cannot be fully paid using the Overdraft Transfer Service from the regular savings account. However, if you have also elected Courtesy Pay, we may elect to transfer the \$10 in your linked savings account and pay the remaining portion of the item using Courtesy Pay. In such case, you will be assessed both an Overdraft Transfer Fee and a Courtesy Pay Fee.
- o However, because Courtesy Pay is a discretionary service, we may instead elect to decline to pay the transaction. If we decline to pay the transaction, we will not transfer any funds from your linked savings account, we will decline the transaction, and we will assess you an NSF Fee each time the item is presented for payment. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees.

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

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee each time that same transaction is returned unpaid.

**d. Termination of Overdraft Transfer Service.** We may terminate the Overdraft Transfer Service at any time with or without notice to you. Any owner of the checking account or any owner of a linked regular savings account used for overdraft protection may decline the Overdraft Transfer Service. To terminate the Overdraft Transfer Service: (1) call us at 734.525.0700; (2) visit any branch and speak with a Member Service Representative; or (3) mail notice of your decision to decline the Overdraft Transfer Service to us at Parkside Credit Union, 1747 S. Newburgh Road, Westland, MI 48186. Your election to decline will be effective after we have received notice and have had a reasonable time to act on it.

## 7. Courtesy Pay Overdraft Service

**a. 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. 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.

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

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

- ATM
- Everyday Debit Card transactions

We do not require you to authorize Courtesy Pay for your ATM and everyday debit card transactions as a condition of us providing Courtesy Pay to you for your checks, ACH transactions or other transactions. If you want the Credit Union to authorize and pay overdrafts for ATM and everyday debit card transactions through Courtesy Pay, you must provide us with your consent by: (1) calling us at 734.525.0700; (2) visiting any branch and speaking with a Member Service Representative; or (3) mailing notice of your decision to opt in to Courtesy Pay for ATM and everyday debit card transactions to Parkside Credit Union, 1747 S. Newburgh Road, Westland, MI 48186.

**d. 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. Courtesy Pay may be available for checking accounts for which the primary checking account owner is 18 years of age or older. We reserve the right to limit 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.

**e. 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.

**f. 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.

**g. How Courtesy Pay is Administered.** If you are eligible for the Service, we will generally pay your overdraft items up to a maximum limit established by the Credit Union, 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.

**h. 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.

**i. 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.

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

**k. 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. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of Courtesy Pay.

**l. Default.** You will be in default under the terms of Courtesy Pay 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.

**m. 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.

**n. Your Right to Decline Courtesy Pay.** Any owner of the checking account may decline the service. If you prefer not to have the Service, visit us in a branch, contact us at 734.525.0700, or write to us at Parkside Credit Union, 1747 S. Newburgh Road, Westland, MI 48186, 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.

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

**THE BEST WAY TO KNOW HOW MUCH MONEY YOU HAVE AND AVOID PAYING OVERDRAFT FEES IS TO RECORD AND TRACK ALL OF YOUR TRANSACTIONS CLOSELY. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 734.525.0700, OR VISIT YOUR LOCAL BRANCH.**

**PARKSIDE CREDIT UNION**  
1747 S. Newburgh Road  
Westland, MI 48186  
734.525.0700

ParksideCU.org

Federally Insured by NCUA

