



Account Agreement and Disclosures for Businesses and Other Entities

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning accounts Security Credit Union (SCU) offers. In this Agreement, the words "you" and "yours" mean anyone who signs an Application for Membership. The words "we," "us," and "our" mean Security Credit Union. The word "account" means any one or more share or other accounts you have with Security. Your account type(s) and ownership features are designated on your Application for Membership. By signing an Application for Membership, each of you, jointly and severally, agree to the terms and conditions in this Account Agreement and Disclosures Booklet, the Application for Membership, the Funds Availability Disclosure, the Truth-in-Savings Disclosure, Fee Schedule and Security's Bylaws and Policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

1. MEMBERSHIP ELIGIBILITY.

To join Security Credit Union you must meet the membership requirements including the purchase and maintenance of at least one share ("membership share") as set forth in Security Credit Union's Bylaws and maintain a \$5 minimum balance. You authorize us to check your account, credit, and employment history, and obtain information from third parties, including consumer reporting agencies and credit reporting agencies, to obtain copies of your credit report to verify your eligibility for the accounts and services you request.

2. BUSINESS ACCOUNTS.

A business account (hereinafter "Business Account" or "Account") is an account opened by a non-natural person entity. To open a Business Account, the entity must qualify for membership in its own right or if its shareholders, partners, owners or members are composed for the most part of persons who are within the field of membership of this Credit Union. Business checking accounts are intended for business/commercial purposes and cannot be used for personal, family or household uses. You must open a Business Membership Savings Account to open any subsequent accounts. You must maintain the Business Membership Savings Account in good standing to avoid closure of that account and any subsequent accounts.

Each Authorized Signer on a Business Account must be at least eighteen (18) years of age. Each Authorized Signer on a Business Account is duly authorized to act with respect to the Account(s) and we are authorized to act on all matters relating to the Account(s) upon the order of any one of the Authorized Signers until we receive written instructions to the contrary from an authorized representative (as defined on the Business Membership Application). You certify that any signatures appearing on the Business Membership Application are the genuine signatures of said authorized persons. You agree that any instruction to permit withdrawal only upon the signature of two or more Authorized Signers or agents is for your internal use and benefit only and will not be binding on us. You agree that we shall not be liable for any lack of signatures so long as the instructions contain the signature of or have been authorized by at least one Authorized Signer. Any payment made from your Account in good faith and reliance on the terms and conditions of this Agreement and the Business Membership Application shall be valid and discharge us from liability. Without limiting the foregoing, we may honor checks drawn against your Account by Authorized Signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. You agree to notify us immediately of the death or court-declared incompetence of any Authorized Signer on your Account. We may freeze your Account and refuse to accept deposits when an Authorized Signer dies or is declared incompetent. You understand and agree that access to and ownership of an Account is determined by the most recent Resolution and Business Membership Application we have on file. If there is a change to a sole proprietor, partner, member, or office of the business, a new Business Membership Application must be filled out for each account affected. If a non-owner Authorized Signer is changing, you must complete a Business Membership Application. Changes to the membership information will be made by you in writing or by another secured method approved by us. You understand and agree that we may terminate account products at our option without written notice to you. We may also suspend offering account products from time to time at our discretion without notice to you.

3. DOCUMENTATION

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

While the individuals who comprise an organization, incorporated or otherwise, shall not be joint owners on an account created for the organization, each of the individuals signing the Business or Other Entity Membership Application or Sole Proprietorship Membership (Account) Card personally guarantees any obligation created by the organization owing to the Credit Union as a result of the establishment of a membership in the Credit Union for the organization.

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

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

4. DEPOSIT OF FUNDS REQUIREMENTS.

Funds may be deposited to any account, in any manner approved by Security Credit Union in accordance with the requirements set forth on the Current Rate Sheet and Fee Schedule.

- a) **Endorsements.** We may accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to accept checks missing endorsements of any owners if we choose. If a check or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. Checks payable to a deceased member will not be accepted. If an insurance, government, or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check within 1-1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
- b) **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.
- c) **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account as set forth in the Fee Schedule. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- d) **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- e) **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

5. ACCOUNT ACCESS.

- a) **Authorized Signature.** Your written or electronic signature on the Application for Membership authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check that appears to bear your facsimile signature even if it was made by an

unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

- b) **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, through online or mobile banking, in person, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur in handling such a check. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- c) **ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. Security Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. (See the Wire Transfer Request Agreement and Disclosure section for more information.)
- d) **Credit Union Examination.** We may disregard information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
- e) **Limitation of Access.** We may limit services and/or access to your accounts, including through Online Banking and Mobile Banking, if your account is not in good standing, you are delinquent on a loan, or your account has a negative balance. We may also limit services and/or access to your accounts for abusive or harassing behavior toward Security Credit Union employees.

6. ACCOUNT RATES AND FEES.

We pay account earnings and assess fees against your account as set forth in the Fee Schedule. We may change the Fee Schedule at any time and will notify you as required by law.

7. TRANSACTION LIMITATIONS.

- a) **Withdrawal Restrictions.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in the Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered Security Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Security Credit Union loan on time.
- b) **Transfer Limitations (Regulation D).** For all types of savings accounts that are eligible for preauthorized, automatic, telephonic, electronic or audio response transfers, you may make up to six such transfers to an account at another financial institution or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers at an ATM, in person at a Security Branch, through the mail or to any Security Credit Union loan. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

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8. OVERDRAFTS.

The Credit Union is under no obligation to pay a check you have written if it would result in this Business Checking Account being overdrawn (a check written against your Business Checking Account when insufficient available funds are on deposit in the account is known as an "NSF Check"). However, the Credit Union may pay such check and charge the amount of the resulting overdraft plus any applicable service charge against your Business Share Account or any of your other accounts.

The Credit Union has the option of honoring an NSF Check or dishonoring it to avoid the creation of an overdraft. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. The Credit Union is not required to send prior notice of checks returned NSF, and you agree to immediately deposit sufficient funds to cover any overdraft and service charges.

All individuals who are personally liable on this account are jointly and severally liable to repay the Credit Union the amount of any overdraft and service charges, regardless of who writes the check that creates an overdraft.

9. POSTDATED AND STALEDATED CHECKS.

We may pay any check without regard to its date. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account which is presented more than six months past its date.

10. STOP PAYMENT ORDERS.

- a) **Stop Payment Order Request.** You may request a stop payment order on any check drawn on your account. To be binding, an order may be authorized in person or by contacting us via phone at (810) 235-2322, or toll free at (800) 373-2333. Stop payment requests, presented in writing, must be dated, signed, and describe the account and check number and the exact amount. The stop payment will be effective if Security Credit Union receives the order in time for Security Credit Union to act upon the order and you state the account, check number and exact amount. You understand that the exact information is necessary for Security Credit Union's computer system to identify the check. If you give us incorrect, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.
- b) **Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing are effective for six months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires. Should the payment be presented during the six month period from the date of the call, we will return the payment and the stop will no longer be valid.
- c) **Liability.** Fees for stop payment orders are set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check or payment guaranteed by Security Credit Union. Although payment of an item may be stopped, you may remain liable to any item holder, including Security Credit Union. You agree to indemnify and hold Security Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

11. CHECK 21 AND SUBSTITUTE CHECKS.

What is a substitute check?

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

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The

rights in this notice do not apply to original checks or to electronic debits to your account. However, you have the rights under other law with respect to those transactions.

Your rights regarding substitute checks.

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

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

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

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

How to make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (810) 235-2322, or toll free at (800) 373-2333. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

12. SECURITY LIABILITY.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, Clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

13. SECURITY LIEN AND SECURITY INTEREST.

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, 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 Security Credit Union a consensual security interest in all of your Security accounts and obligations secured by property for the purpose of paying any debt or amount now or hereafter owed Security Credit Union unless prohibited by applicable law. Such a

security interest may be used to pay for any debt or amount owed to Security Credit Union for an obligation secured by your primary residence, but your primary residence shall only be security to the obligation(s) which it secures. All accounts are non-assignable and non-transferable to third parties.

14. LEGAL PROCESS.

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

15. ACCOUNT INFORMATION.

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

16. NOTICES.

- a) **Name or Address Changes.** You are responsible for notifying us of any address or name change. Security Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We accept a change in address provided it is made in writing. If you fail to provide us with your new address, we may update your address using information provided by the United States Postal Service and/or impose a Returned Mail fee as set forth in the Fee Schedule.
- b) **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c) **Effect of Notice.** Any written or electronic notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Any electronic notice we give to you is effective when it is sent. Notice to any account owner is considered notice to all account owners.

17. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING.

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

18. STATEMENTS.

- a) **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For savings or checking accounts, you understand and agree that your original check, when paid, becomes property of Security Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is mailed to you, even if the checks do not accompany the statement.
- b) **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within 60 days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c) **Notice to Security Credit Union.** You agree that Security's Credit Union retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment

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made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within 14 days of the time you regularly receive a statement.

19. INACTIVE ACCOUNTS.

a) **Inactive Accounts.** If your Security Credit Union account has had no withdrawals or deposits, other than credited dividends, for 12 months, it will be considered "inactive" and charged an Inactivity Fee, as set forth in the Fee Schedule. To avoid the fee, you must perform at least one of the following actions:

- Make a deposit or withdrawal, of any kind, from the account
- Writing checks
- Using a MasterCard Debit Card at an ATM, for a Point-of-Sale (POS) transaction or making a signature-based purchase
- Contact Security Credit Union to discuss your savings needs

If you do not perform one of these actions, we will assess you the Inactivity Fee.

Inactive account status does not apply to members who have open Security Credit Union loans, or who have other active Security Credit Union accounts such as checking, an IRA or a Certificate, etc. It also does not apply to savings accounts where the primary account owner is under age 18 or to those accounts that have been open for less than one year.

20. DORMANT ACCOUNTS.

If you reside in the state of Michigan and have had no activity on your account(s) within a three year period, (i.e., primary savings, club accounts, and/or checking account) other than dividends posting to the account(s) (if applicable), then your account(s) is(are) considered to be dormant and/or abandoned. The account will be assessed a dormant account fee, as set forth in the Fee Schedule, and closed. You authorize us to transfer funds from another Security Credit Union account of yours to cover any fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. The funds in your account will then be escheated to the state of Michigan. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. Escheat periods vary by state.

21. SPECIAL ACCOUNT INSTRUCTIONS.

You may request that we facilitate certain 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 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 provide us with other protection. We may require you to provide written authorization when you request account changes.

22. TERMINATION OF ACCOUNT.

In addition to the other provisions in this agreement, we may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all account owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

23. TERMINATION OF MEMBERSHIP.

You may terminate your membership by giving us written notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to Security Credit Union or for abusive behavior.

24. DEATH OF ACCOUNT OWNER.

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are

notified of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. All dividend payments to an account may cease to accrue effective the date of death of the primary owner, and any dividend payments made after the date of death of the primary owner may be reversed from the account upon Security Credit Union's receipt of notice of the death of the primary owner.

25. SEVERABILITY.

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

26. ENFORCEMENT.

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

27. GOVERNING LAW.

This Agreement is governed by Security Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law and regulations in the State of Michigan, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which Security Credit Union is located.

28. COMMUNICATION.

Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement. All written and oral communication will be in English. If any non-English documents are presented to you or if any conversations are had with you in a language other than English, it is as a courtesy and does not obligate us to present any future documents or conduct future business with you in any language other than English except as otherwise required by law. We may monitor and record any telephone conversation with you at any time without further notice to you, as allowed by law. The decision to record any conversation shall be solely at our discretion and we shall have no liability for doing so or failing to do so. You agree that should your accounts or loans become delinquent or have a negative balance, Security Credit Union or its agents may contact you using any methods as allowed by law including but not limited to telephone calls to any number that we obtain or you provided; online chat via Online Banking; email, text, SMS, or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages. You also agree that you shall be solely responsible for any fees charged by your internet or cellular provider that you incurred through such contact.

29. REGULATION GG DISCLOSURE

UNLAWFUL INTERNET GAMBLING NOTICE: Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your business account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. If you do engage in an internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

FUNDS AVAILABILITY DISCLOSURE

This disclosure is provided in compliance with the Expedited Funds Availability Act and Federal Reserve Regulation CC. Funds availability rules set forth specific time frames which determine when funds deposited may actually be withdrawn and/or used to pay checks that members have written with Security Credit Union (SCU). It only applies to the availability of funds in transaction accounts. Security Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed here. Please ask us if you have a question about which accounts are affected by this disclosure.

1. GENERAL DISCLOSURE.

Our goal is to make funds from your deposits available to you on the same business day that we receive your deposit. Once deposits are available, you can withdraw the funds and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00pm local time, 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 5:00pm local time, or at a deposit box on a day we are not open, we will treat the deposit as made on the next business day we are open. In most instances, deposits of government checks and low risk items and the first \$200 of personal and business checks and third party checks (provided the payee and the presenter of the check are both Security Credit Union members or a non-member endorser is present with identification) will be available for withdrawal on the day we receive the deposit. Government checks and low risk items include: on-us checks, certified checks, cashier's checks, teller's checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, government checks (federal, state, and local), United States Postal Service money orders and Select Employer Groups (SEG) payroll checks. Payroll checks from Select Employer Groups (SEGs) received via direct deposit, mailed in or presented directly to Security Credit Union will be available immediately in most instances.

For Security Credit Union members who meet certain criteria and guidelines, in some instances and upon our discretion, additional funds from the item(s) you deposit may become available to you more quickly than listed. Decision criteria is risk based, linked to account history, determined by Security Credit Union using internal and confidential information, and is subject to change at any time without notice. At a minimum, you will receive funds availability as listed herein.

Your tellers and employees at Security Credit Union are required to follow strict procedures regarding the acceptance of any check. We require proper identification, proper endorsements and signature verification. This is for our members' protection; please be patient and courteous. Security Credit Union reserves the right to refuse deposits which cannot be accepted within our availability guidelines. Any items which are presented for deposit over the counter will be refused at that time; for mail deposits you will be notified by certified mail and the deposit(s) returned.

2. RESERVATION OF RIGHT TO HOLD.

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. The length of the delay is counted in business days starting from the day of deposit. Every day except Saturday, Sunday or a Federal Holiday is considered a business day for availability purposes. For availability purposes, any deposit made on a day Security Credit Union is open for business is the day of deposit. If a deposit is made on a day that we are not open, the day of deposit is the next day that we are open for business. For payments and deposits received in the mail, the day an item is received is the day of deposit.

Funds may not be available for withdrawal until the seventh business day after the day of your deposit (see Sections 3 through 7 of the Funds Availability Disclosure). The first \$200 of your deposit, however, may be available for withdrawal on the same business day of your deposit. If we are not going to make all of the funds from your deposit available for withdrawal on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available for withdrawal. If your deposit is not made directly to one of our employees, or if we take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available for withdrawal.

3. LONGER DELAYS MAY APPLY.

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available for withdrawal. Deposits from \$2,500.01 to \$5,000 will generally be available for withdrawal no later than the second

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business day after the day of your deposit. Deposits over \$5,000 will generally be available for withdrawal no later than the seventh business day after the day of your deposit.

4. SPECIAL RULES FOR NEW ACCOUNTS.

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

- In most instances, funds from deposits of government checks and low risk items payable to the member(s) on the account will be available for withdrawal on the day we receive the deposit.
- Funds from the deposit of personal and certain business checks will be available for withdrawal on the seventh business day after the day of deposit.
- Security Credit Union does not accept third party checks for deposit into new accounts.
- Your ability to utilize certain features of our online banking, mobile banking, automated phone banking, etc., may be limited.

5. SPECIAL RULES FOR ABUSED ACCOUNTS.

If you are a member whose account has had frequent overdrafts in the last six months, have deposited checks that were returned unpaid, if your account would have overdrafted had certain checks written on the account been paid, or if your account has suffered abusive, fraudulent, or suspicious activity, the following special rules will apply:

- In most instances, funds from deposits of government checks and low risk items payable to the member(s) on the account will be available for withdrawal on the day we receive the deposit.
- Funds from the deposit of personal and business checks will be available for withdrawal on the seventh business day after we receive the deposit.
- Security does not accept third party checks for deposit into abused accounts.

6. DEPOSITS AT ATMS.

Funds from deposits made at ATMs will generally be made available by the second business day following the deposit. Because the same rules apply, Sections 3, 4 and 5 of the Funds Availability Disclosure should be used when depositing items into an ATM. It is each member's responsibility to know these rules of availability to prevent checks from being returned or loan payments not being made on a timely basis.

7. NIGHT DEPOSITORIES.

Funds deposited to a night depository, lock box, or similar facility are considered deposited on the day on which the deposit is removed from such facility and is available for processing by the credit union. Deposits received on weekends or federal holidays will be considered received on our next business day. Deposits received after our cutoff time will be considered received on our next business day; cutoff times may vary and are posted at each location. Our counts of money will be conclusive. We may impose additional requirements for certain deposits (e.g. very large cash deposits).

8. HOLDS ON OTHER FUNDS.

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

9. FOREIGN CHECKS.

Checks drawn on a Canadian Bank which states "payable in U.S. Dollars" will be accepted for deposit under the same availability rules set forth for all checks. For those Canadian checks which are not payable in U.S. dollars, different rules apply.

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

Additional information may be obtained from any of our offices, or by telephoning (810) 235-2322, or toll free at (800) 373-2333. You may also write us using the following

address: Security Credit Union, P.O. Box 5255, Grand Blanc, Michigan 48480-5255.
Attention: Funds Availability.

ELECTRONIC SERVICES DISCLOSURE

Security Credit Union makes available to members various Electronic Fund Transfers services, made possible by our advanced electronic data processing system. Some of these transfers are made by use of a plastic Security ATM Card (Hereinafter referred to as ATM Card). Other transfers may be made by use of Automated Telephone Banking or transactions processed through the use of a personal computer.

We will provide a secret personal identification number (called a "PIN") to a member to be used with the ATM Card, Debit Card, Automated Telephone Banking, or personal computer use. Your ATM Card along with the PIN may be used in any Security Credit Union ATM or any ATM displaying Co-Op Network, Accel Exchange, CIRRUS, PLUS or MasterCard Network Logos. Networks may be added or deleted from time to time without notice.

In addition, Security Credit Union makes available to members who qualify, a Security Debit Card which may be used at merchants displaying a MasterCard Logo. "Cards" – refers to both the Security Debit Card and Security ATM Card and is used in this contract when a particular provision relates to both cards.

The terms and conditions of this agreement govern the issuing of PINs, use of the cards and PINs, and making of such electronic transactions in the following cases:

- If you use a PIN together with the Card or Automated Telephone Banking system to make transactions.
- If you use a PIN and password to conduct business through the use of a personal computer.
- If you use your Security Debit Card to purchase goods at a merchant displaying a MasterCard Logo.
- In all cases, your making transactions constitutes your acceptance of the terms and conditions of this agreement.
- Until the PIN is issued, (cards are validated), the Card may not be used to make ATM or Automated Telephone Banking transactions.
- If you do not want to use the Card, destroy it immediately by cutting it in half.

The terms "You" and "Yours" includes the plural in cases where two or more persons have an interest in a single account effected by this Electronic Fund Transfer Service Agreement.

1. ACCOUNT AGREEMENTS

The terms and conditions of any agreement relating to your accounts with us will remain in effect except to the extent modified by this agreement.

Each of the following types of accounts at Security Credit Union can be subject to some kind of Electronic Fund Transfer Service: Regular Shares, Share Draft Checking, Christmas Savings Accounts, Special Savings Account, Daily IRA Share Accounts, Insured Daily Investment Accounts (IDI). The types of accounts referred to in this disclosure are sometimes referred to as "Accounts."

2. RIGHT TO TERMINATE

You may terminate this agreement at any time. You may notify us in writing or in person and we will take the necessary steps to make your account or accounts in the Credit Union no longer accessible through the ATM, Automated Telephone Banking, personal computer, and Security Debit Card. The cards must be returned to us.

3. IMPROPER USE/MALFUNCTION

We will make electronic fund transfers you initiate at the ATM, Automated Telephone Banking, or personal computer, but we are not responsible to you for any loss or damages you sustain if you operate an ATM or Automated Telephone Banking, personal computer, or Security Debit Card improperly or if it malfunctions through causes beyond our control.

4. FEES

Security Credit Union will charge you, in accordance with the applicable Rate and Fee Schedule, for each ATM overdraft transfer and for each withdrawal, deposit, inquiry or transfer you process at an ATM which is not owned by Security Credit Union. These fees are for electronic fund transfers or the right to make them. Other fees and charges may also apply to your account as set forth in the applicable Rate and Fee Schedule. The Rate and Fee Schedule referred to was provided to you when you

opened your account and may have been amended since that time. A Rate and Fee Schedule currently applicable to your account is available at any Security Credit Union office. The applicable Rate and Fee Schedule is incorporated into this Disclosure by reference. Fees are subject to change with prior notification. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. Other fees may apply for foreign transactions.

5. ELECTRONIC FUND TRANSFER SERVICES

At the present time, you can authorize the following types of Electronic Fund transfers to or from your account at Security Credit Union including the following:

- a) **Transfer to Your Account(s) Including the Following:** Deposits of payroll deductions and net paychecks from any employer who has agreed to work with us, Direct Deposit of various governmental benefits such as Social Security pensions, deposits from any third party through the facilities of the Michigan Automated Clearing House Association, automatic transfers to your account(s) from the account of other parties, and transfers to your account(s) from your other asset or loan accounts.

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

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

- b) **Transfer from Your Account(s) Including the Following:** Automatic deductions from your account for car insurance premiums, disability insurance, payments of your house mortgage payments, insurance premiums and utility bills, as well as other types of payments to third parties through transfers from your account(s) to the account of others and to make loan payments at the credit union. We may accept deposits to your account which have been transmitted through the one or more Automated Clearing House (ACH), and which are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Michigan and the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
- c) **Automated Telephone Banking Program Transaction:** You may make withdrawals from your accounts with the Credit Union, as well as transfers to or from certain accounts with the Credit Union.
- d) **Automated Teller Machine (ATM) Transaction:** If you have an ATM Card you may make withdrawals from your account with the credit union as well as transfers to or from accounts with the credit union. You may use your ATM Card at any Security Credit Union ATM machine, or any ATM displaying CIRRUS, Co-Op Network, Accel Exchange, PLUS or MasterCard Network Logos and to make deposits to the accounts, to make cash withdrawals from your accounts, and to transfer funds from your accounts.
- e) **MasterCard Debit Card:** If you have a Security Debit Card, you may use it to purchase goods or services at places that accept MasterCard cards. Payment may only be made from funds in your checking account. Access to other accounts is not permitted for point of sale transactions.
- f) **Online Banking:** If you are signed up for Online Banking you can transfer funds to and from your accounts at the Credit Union, request a disbursement via check, pay bills via Bill Payment, as well as transfer funds to another institution. We may make additional types of Electronic Fund Transfer Services available in the future. We may also discontinue one or more, or all, of our electronic fund transfer services.

6. ELECTRONIC STATEMENTS

If you elect to receive your monthly or quarterly statement electronically through the use of a personal computer, and will no longer receive a paper-based statement on a

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monthly or quarterly basis, you understand and agree to furnish your email address to the Credit Union as part of this agreement. If you change your email address you agree to change your email address with the Credit Union as a requirement to receive your electronic statement. If you do not change your email address or notify the Credit Union of any new email address, you understand that you may not receive your monthly or quarterly statement notification.

If you have elected to receive your monthly or quarterly statement electronically you understand and agree to install Adobe Acrobat on your computer in order to access and read your electronic statement.

You understand and agree that the security of the PIN and password used to access electronic statements is your responsibility and further agree to notify the Credit Union immediately if your PIN becomes compromised or known to unauthorized individuals.

7. PREAUTHORIZED CREDITS

If you have arranged to have direct deposits made to your account, you may access your account online via Online Banking, Automated Telephone Banking or you can call us at (810) 235-2322 to find out whether or not the deposit has been made.

8. PREAUTHORIZED PAYMENTS

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how – call us at (810) 235-2322, or write us at P.O. Box 5255, Grand Blanc, Michigan 48480-5255, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and deliver it to us within 14 days after you call. We will charge you a fee for each stop payment order you give in the amount set forth in the applicable Rate and Fee Schedule.

NOTICE OF VARYING AMOUNTS. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, where it will be made and how much it will be. If you choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set, you will only receive notice when the payment exceeds these amounts.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

9. DEBITS OR WITHDRAWALS

All uses of the Cards, Automated Telephone Banking or personal computer and PIN are subject to verification by Security Credit Union prior to entry on actual records and considered as though your signature. Withdrawals and cash advances will be posted as of the actual business day they occur.

10. CREDITING OF DEPOSITS AND PAYMENTS

Deposits made in an ATM, whether cash, check, draft, or money order, are subject to verification and the posting of such deposits and payments to share accounts or loan accounts may be delayed until they can be collected from the ATM, verified, and entered into our accounting system. Further delay may occur if the transaction is made immediately prior to a Saturday, Sunday, or holiday on which we are closed. If you place a check, draft, or money order in the ATM as a deposit or payment, it is subject to collection in accordance with our Regulation CC and our published check hold policy.

11. RESPONSIBILITY FOR OVERDRAFT

If an overdraft occurs, the overdraft amount is due and payable the moment you are notified of it and you agree to pay the amount to us, plus any and all legal expenses incurred by us in our efforts to collect the overdraft. The amount of the overdraft may be subject to overdraft charges and/or transfer charges. You also authorize us, in such a case, to apply from any other shares you may have in the Credit Union such amount as may be necessary to pay such overdraft amount plus any applicable transfer charges. If the overdraft is created in your checking account, a transfer will be made from your other share account(s) in the Credit Union to cover the overdraft, in accordance with your checking account agreement with us.

12. LIMITATION OF CARD USE

For security reasons, there are limitations on the frequency and dollar amount of the transaction which you make using your Security ATM Card or Security Debit Card. For details on these limitations please call (810) 235-2322. You have the right to require us to program our system so that no more than \$50.00 cash can be obtained by use of your ATM Card during a single day.

13. CARD OWNERSHIP

The Cards and PIN remain the property of Security Credit Union and will be surrendered upon request.

14. OUR RIGHT TO TERMINATE

The Cards and all privileges may be canceled or limited at any time without notice should the Credit Union receive information indicating you are unwilling or unable to perform under the agreement, under the terms of any account that could be utilized with the Card, or any regulations and statutes applicable. The Credit Union can discontinue access to accounts without notice and will not be liable for transactions that cannot be honored.

15. TRANSACTION RECEIPTS

- You can receive a transaction receipt at the time you make any transfer to or from or between your accounts using an ATM or Point of Sale terminal.
- If you have arranged to have direct deposit (which are Electronic Fund Transfers as described above) made into your accounts at least once every 60 days from the same person or company. In most cases, the person or company making the deposit will tell you every time they send us money, but if the person or company does not give us such notice you can call us at (810) 235-2322 to find out whether the deposit was made.
- You will get a statement for each account for each month in which an Electronic Fund Transfer, as described above, occurs. But you will get such a statement quarterly even if such transfer does occur during the particular quarter if the account is still active. Any statement we send you on an account which is subject to Electronic Fund Transfers as previously described and transaction receipts you receive from an ATM are admissible evidence.

16. PERIODIC STATEMENTS

You will be provided with a statement which will include, among other things, a brief description of all electronic funds transfers made to or from your account by means of an ATM, Automated Telephone Banking, personal computer and Security Debit Card sufficient to enable you to identify each such transaction and relate it to a receipt furnished to you relating to that transfer. This statement will be provided each month a transaction occurs, or quarterly, whichever is more frequent.

17. RULE OF EVIDENCE

Transaction receipts and periodic statements we furnish to you as provided in the last five paragraphs are admissible as evidence.

18. AMENDMENTS

We reserve the right to amend this agreement in whole or in part in any manner and at any time, except as may be prohibited by law. We will notify you of such amendments in advance.

19. LOST OR STOLEN CARDS OR PIN

If you believe that your Security Debit Card, Security ATM Card, Automated Telephone Banking or Online Banking password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call the Credit Union at: (810) 235-2322. You should also write us at Security Credit Union, P.O. Box 5255, Grand Blanc, MI 48480-5255. You may cancel your ATM or Debit Card immediately through the Voice Response Unit by calling (800) 472-3272.

20. LIABILITY FOR UNAUTHORIZED USE

Tell us **AT ONCE** if you believe your ATM Card, Security Debit Card, Online Banking or Automated Telephone Banking password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your ATM Card, Debit Card, Online Banking or Automated Telephone Banking password without your

permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM Card, Debit Card, Online Banking or Automated Telephone Banking password, and we can prove we could have stopped someone from using your ATM Card, Debit Card, Online Banking or Automated Telephone Banking password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- Special Liability Protection Rules for Security Debit Card:** Unless you have failed to use reasonable care to safeguard your Security Debit Card from risk of loss or theft, or you have reported two or more incidents of unauthorized use to us in the 12 months immediately preceding any report of unauthorized use, or your account is not in good standing, you will not be liable for any unauthorized transactions made with your lost or stolen Security Debit Card, when used for point-of-sale transactions (excluding PIN based transactions). If your card was lost because you failed to use reasonable care to safeguard the card from the risk of loss or theft, or if you have reported two or more incidents of unauthorized use to us in the 12 months immediately preceding any report of unauthorized use, or if your account is not in good standing, these special rules do not apply, and your liability for the unauthorized use of your Security Debit Card is addressed above.

21. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

Call Security Credit Union at the telephone number or write to the address appearing on your Periodic Statement or at the end of this Agreement as soon as you can if you believe your Periodic Statement or receipt is wrong, or if you need more information about a transaction listed on the Periodic Statement or receipt in order to assert an error. Security Credit Union must hear from you no later than 60 days after it sent you the FIRST Periodic Statement on which the problem or error appeared. You must do all of the following:

- Give Security Credit Union your name and the account number of your account involved (if any).
- Describe the error or the transaction you are not sure about and explain as clearly as you can why you believe it is an error or why you need the information.
- Give Security Credit Union the dollar amount of the suspected error.

If you give Security Credit Union oral notice, you will be required to send in your complaint or question in writing within 10 business days. If Security Credit Union does not receive your complaint or question in writing within 10 business days (20 days for point of sale or foreign transaction), it might not credit your account during its investigation. Security Credit Union will investigate the matter and tell you the results of its investigation within 10 business days after it hears from you and will correct any error promptly. If Security Credit Union needs more time, however, it may take up to 45 days (90 days for point of sale or foreign transaction) to investigate your complaint or question. If Security Credit Union decides to do this, it will credit your account within 10 business days for the amount which you think is in error, so that you will have the use of the money during the time it takes Security Credit Union to complete its investigation. If the alleged error has occurred within 30 days after the first deposit to the account was made, Security Credit Union will have 20 days instead of 10 days to investigate and tell you the results and/or to credit your account, as described in this paragraph, and/or 90 days instead of 45 days to investigate your complaint or question. The 90 day time period also replaces the 45 day period if the notice of error involves an electronic fund transfer that was not initiated within the United States or resulted from a point of sale debit card transaction.

If Security Credit Union determines that there was no error, it will send you a written explanation within 3 business days after it completes its investigation. You may ask for copies of the documents Security Credit Union used in its investigation.

22. AGREEMENT TO SAFEGUARD PINS

You agree to use reasonable care to protect any PIN or access device that can be used to initiate EFTs. By way of example, you agree:

- That you will not write your PIN on your Card or leave your Online Banking password stored on your computer.
- That you will not keep your PIN with your Card or leave your Online Banking password stored near your computer.

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3. That you will not voluntarily give your Card and PIN, or your Online Banking password to someone who does not have your permission to access your accounts

You agree that notwithstanding any rights and duties described elsewhere in this agreement, your failure to use reasonable care to protect any PIN or access device is grounds for termination of your EFT privileges.

23. DISPUTES REGARDING POINT OF SALE TRANSACTIONS

Security Credit Union will reverse an EFT transfer resulting from a point of sale transaction at a participating Merchant and re-credit your account for the full amount of the transfer if all of the following occur:

- a) You provide notice to Security Credit Union of having made a good faith attempt to seek redress and make an assurance to Security Credit Union of the return to the participating Merchant of related goods in dispute, where returnable goods are involved.
- b) The amount of the transaction is \$50 or more.
- c) Within 4 calendar days following the transaction, Security Credit Union receives from you during Security Credit Union's normal business hours a written or oral request for the reversal. You must also verify any oral reversal order, notice and assurance in writing within 14 calendar days following oral notification, on a form to be provided by Security Credit Union for that purpose. If written verification is not furnished, Security Credit Union will reinstate the original debits and credits involved in the transaction. Security Credit Union's lien impressment rights apply with regard to any overdraft which occurs due to these transactions.

24. LIABILITY FOR FAILURE TO COMPLETE EFT TRANSFERS

If Security Credit Union does not properly complete an EFT transfer to or from your account on time or in the correct amount in accordance with the terms of this Agreement, it will be liable for your losses or damages. However, there are some exceptions. Security Credit Union will not be liable, for instance:

- If, through no fault of Security Credit Union, you do not have enough money in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance.
- If Security Credit Union has terminated this Agreement or the transaction would exceed your established credit line.
- If the ATM or any part of the system supporting the operation of the ATM was not working properly and you know of the breakdown when you began the transaction or at some time during the processing of the transaction.
- If the ATM where you attempted to make the transaction did not have enough cash to allow the transaction.
- When your Card or PIN has been reported lost or stolen or Security Credit Union has reason to believe that a transaction has not been properly authorized.
- When, despite reasonable precautions taken by Security Credit Union, an act of God or other circumstances beyond its control, interferes with or prevents the transaction.
- When Security Credit Union receives inaccurate or incomplete information needed to complete a transaction.
- If any necessary authorizations for completing the EFT transfer have been revoked by an operation of law.
- In the case of preauthorized transfers, Security Credit Union will not be liable where there was a breakdown of the system which would normally handle the transfer at the time that the transfer should have occurred.
- There may be other exceptions provided by applicable law.

25. DISCLOSURE OF INFORMATION TO THIRD PARTIES

In the ordinary course of business, we will only disclose the information concerning your "account" or Electronic Fund Transfers as described above effecting your accounts (1) as provided by law, or (2) with your permission and written consent, or (3) to furnish credit information under the Federal Fair Credit Reporting Act, or (4) if necessary, to verify your complete Electronic Fund Transfers, or (5) to verify the existence of your account (as an appearance), or (6) if the information relates to improper use of your accounts, or (7) to comply with government agencies or court orders.

26. REFUSAL TO HONOR CARD

Security Credit Union is not liable for the refusal or inability of any electronic terminal, person or vendor to honor your ATM Card or your Security Debit Card or to complete a

withdrawal from your account or from the retention of your Card. The Credit Union is also not responsible for the refusal of any merchant, or financial institution, to honor the ATM Card or Security Debit Card or for the retention of either card.

27. FOREIGN TRANSACTIONS

If you effect transactions with your Security Debit Card or Security ATM Card in a currency other than US dollars, MasterCard International Inc., will convert the charge into a US dollar amount. MasterCard International uses a currency conversion procedure, which is disclosed to institutions that issue MasterCard. Currently the currency conversions rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date. You may also be charged a 1% conversion fee.

28. ILLEGAL TRANSACTIONS

Your Security Debit Card may not be used for online gambling or other illegal transactions. The Credit Union, in its discretion, may refuse to honor any transaction to your account for online gambling or illegal transactions.

29. CREDIT REPORTS

Your signature(s) on the Application for Membership acknowledges your receipt of the attached Electronic Fund Transfer Agreement and Disclosure. I (We) have read all the terms and conditions which accompany this application. Furthermore, we agree that Security Credit Union may obtain a credit report prior to or anytime during which we hold an ATM Card or Security Debit Card with the Credit Union.

30. ELECTRONIC COMMUNICATIONS

If this Electronic Services and Electronic Fund Transfer Disclosure has been provided to you through electronic communication, by initiating the first transaction subject to this Disclosure, you are certifying and acknowledging that you agreed with Security Credit Union to accept this Disclosure electronically instead of in writing and that this Disclosure was accepted by you in a format that allowed you to see the text on equipment such as a personal computer monitor.

31. REGULATORY AGENCY

This agreement and the EFT services provided hereunder are governed in part by federal and Michigan law. If you believe we may have violated the federal Electronic Fund Transfers Act or its implementing regulation, Regulation E, you may contact:

Federal Trade Commission
Electronic Fund Transfers
Washington, DC 29580

If you believe that we may have violated the Michigan Electronic Funds Transfers Act (Michigan Public Act No. 322 of 1978), you may contact:

State of Michigan
Department of Licensing and Regulatory Affairs
Office of Financial and Insurance Regulation
P.O. Box 30224
Lansing, Michigan 48909

32. BUSINESS DAYS

Our "business days" are as follows: Monday through Friday 9:00 a.m. to 5:00 p.m. with the exception of Federal Holidays.

REMOTE DEPOSIT SERVICES AGREEMENT

Security Credit Union (SCU) Mobile Deposits Remote Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from any location by scanning or photographing the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile phone, tablet, and/or iPad.

To apply for SCU Remote Deposit, fill out the Electronic Services, Remote Deposit Capture and Electronic Funds Transfer Application. The Credit Union reserves the right to determine if you qualify for the service before it is made available to you. Your use of the SCU Remote Deposit service indicates your agreement that the member and joint owners, jointly and severally, agree to the terms and conditions in this Agreement and any amendments we may make.

This agreement is the contract which covers your and our rights and responsibilities concerning SCU Remote Deposit services offered to you by Security Credit Union. The words "we", "us", "our" and "Credit Union" mean Security Credit Union. The word "account" means any one or more deposit accounts you have with us. The word "member" means any natural person, business, organization, or other legal entity that is a member of Security Credit Union and who or which obtains the SCU Remote Deposit services.

1. MOBILE DEPOSITS REMOTE DEPOSIT PROCESS

Member will scan checks or drafts ("items") with a mobile phone, tablet or iPad device creating an electronic image, and Member will transmit an electronic file of such electronic images that we will then deposit to Member's account. The Credit Union shall perform an image quality assessment of scanned items and shall convert items meeting the required standards in a format determined by the Credit Union, in its sole discretion. The Credit Union reserves the right to select the clearing agents through which the Credit Union clears items. Member agrees, on behalf of himself and all joint owners, to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which the Credit Union is a party.

2. FUNDS AVAILABILITY

Funds from deposited items will be available according to the Credit Union's Funds Availability Disclosure, as amended from time to time. For purposes of determining the availability of funds, checks deposited via SCU Remote Deposit are considered received by the Credit Union when the SCU Remote Deposit system expressly indicates that the check images are received by the Credit Union. Member agrees that the scanning and transmitting of checks does not constitute receipt by Credit Union. For the purpose of establishing funds availability, the Member's deposits via SCU Remote Deposit are deemed to be received by the Credit Union at the time the system indicates a successful transaction is completed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of items does not contain error(s).

3. DEPOSIT ACCEPTANCE

Member agrees that the Credit Union may at any time, in its sole discretion refuse to accept deposits of items from Member via SCU Remote Deposit. In the event that the SCU Remote Deposit services are interrupted or are otherwise unavailable, Member may, at his or her option, deposit checks in person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

4. MEMBER ACCOUNT

Member will designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the SCU Remote Deposit service. The Credit Union shall provide Member with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service. Member shall be responsible for auditing and balancing of any settlement account.

5. DEVICE REQUIREMENTS

Please refer to the Credit Union's website at www.securitycu.org for current device requirements. Those requirements are incorporated into this agreement by reference.

6. DEPOSIT ITEM REQUIREMENTS

Member agrees to scan and deposit only checks drawn on financial institutions within the United States. Each image must provide all information on the front and back of the original check at the time presented to Member by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, check number, amount, date, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and "FOR SCU Mobile Deposits DEPOSIT ONLY". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

(Continued on next page)

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7. REMOTE DEPOSIT PROHIBITIONS

Member shall not present, or attempt to present, or allow others, either directly or indirectly, to present or attempt to present, for deposit by any means any of the following items:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks already presented for deposit via SCU Remote Deposit or by other means.

In the event that the Member, or any third party, presents or attempts to present a deposit in violation of this agreement, Member agrees to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suites, or demands brought by third parties with respect to any such check. Member agrees that the aggregate amount of any items which are deposited more than once will be debited from Member's account, and to the extent funds in Member's account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion.

8. RECEIPT OF DEPOSIT

All images processed for deposit through SCU Remote Deposit will be treated as "deposits" under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. When we receive an image, we will confirm receipt via email to you, if you supply an email address. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for Remote deposit into your account. We will notify you of rejected images.

9. ORIGINAL CHECK RETENTION AND DESTRUCTION

Member shall retain the original of all imaged items that have been deposited via SCU Remote Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no event beyond (90) days from the date processed. Member's electronic transmission is subject to proof and verification. Upon our request from time to time, you will deliver to us within a required timeframe, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

10. RETURNED DEPOSITS

Any credit to your account for checks deposited using SCU Remote Deposit is provisional. If original checks deposited through SCU Remote Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item and will be responsible for a returned item fee as set forth in the Membership and Account Agreement. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

11. ACCOUNT RECONCILIATION AND REPORTING ERRORS

Member agrees to verify and reconcile any out-of-balance condition, errors, omissions, or interruptions in, or delay or unavailability of, the SCU Remote Deposit as promptly as possible. The Credit Union will provide notice of receipt of deposits to Member's Account on the periodic statement for any such Account. Member is responsible for detecting and reporting to the Credit Union any discrepancy between the Member's records and the records the Credit Union provides to the Member. If the Member does not detect and notify the Credit Union of such a discrepancy within 60 days of the Member's receipt of any terminal printout, mailed report or periodic statement (each a "report"), whichever is received first, then such transactions shall be considered correct, and the Member shall be precluded from asserting such error or discrepancy against the Credit Union. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error. Failure of the Member to notify the Credit Union of any error, omission, or other discrepancy within the time period listed above shall relieve the Credit Union of any liability for such error, omission, or discrepancy. Upon request, the Member agrees to provide copies of imaged documents (or original documents, if available) to facilitate investigations related to unusual transactions or poor quality transmissions, or to resolve disputes.

12. MEMBER WARRANTIES

Member makes the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- Member will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- Member is authorized to enforce and obtain payment of the original check.
- Member has possession of the original check and no party will submit the original check for payment.
- With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You also agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

13. COMPLIANCE WITH LAW

You will use SCU Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations including those of the National Automated Clearing House for ACH transactions.

14. SCU REMOTE DEPOSIT UNAVAILABILITY

Member understands that service availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Member's instructions and requests to the Credit Union and the Credit Union's response. The Credit Union shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Member in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union. In the event that SCU Remote Deposit is unavailable,

you may deposit original checks at our branches or through our ATMs or by mailing the original check(s) to our main office: P.O. Box 5255, Grand Blanc, MI 48480-5255.

15. SCU REMOTE DEPOSIT SECURITY

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile phone, tablet or iPad device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 810-235-2322 or Toll Free 800-373-2333 or with written confirmation at the address above if you learn of any loss or theft of original checks. During the period that the Member maintains the original checks, the Member understands and agrees that he or she must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the SCU Remote Deposit service) and (ii) unauthorized use of information derived from the original checks. When Member destroys, and disposes of, the original checks pursuant to the requirements of this Agreement, Member understands and agrees that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.) You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

16. YOUR RESPONSIBILITY

You are solely responsible for the quality, completeness, accuracy, validity and integrity of each image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if SCU Remote Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service. We and our technology partners, inclusive of, but not limited to, CO-OP Financial Services, retain all rights, title and interests in and to the services, software and development made available to you.

17. FINANCIAL INFORMATION

Credit Union may from time to time request information from Member in order to evaluate a continuation of service to be provided by Credit Union under this agreement. Member agrees to provide the requested financial information immediately upon request by the Credit Union, in the form required by the Credit Union. Member authorizes the Credit Union to investigate or reinvestigate at any time any information provided by the Member in connection with this agreement or service and to request reports from credit bureaus and reporting agencies for such purpose. If Member refuses to provide the requested financial information or if the member concludes, in its sole discretion, that the credit risk of Member is unacceptable the Credit Union may terminate service according to the provisions hereof.

18. MODIFICATION OF SERVICES

Credit Union reserves the right to modify SCU Remote Deposit from time to time without making prior notice to Member, provided, however, that Credit Union will give Member at least thirty (30) days notice prior to making any modifications to the SCU Remote Deposit service that would materially alter its functionality, when required by applicable law or regulation to do so.

19. TERMINATION

Either party may terminate this Agreement upon written notice to the other party. Notwithstanding any such termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) Member will immediately cease using the service, and (ii) Member shall promptly remit all unpaid monies due under this Agreement. In addition, Credit Union may immediately suspend or terminate Member's access to the service in the event that the Credit Union reasonably determines such suspension or termination is

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necessary in order to protect the service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

20. ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

Except as otherwise expressly provided by law, you agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

In addition, except as otherwise expressly provided by law, you agree to indemnify our technology partners, including but not limited to CO-OP Financial Services and hold them, their affiliates, officers, employees and agents harmless from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Credit Union or your use of the services, unless such claim directly results from an action or omission made by CO-OP Financial Services in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY LAW, YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

WIRE TRANSFER REQUEST AGREEMENT AND DISCLOSURE

You authorize Security Credit Union to transfer funds via wire transfer, in accordance with wire transfer fees as listed on the Fee Schedule, and to debit your account for both the wire transfer fee and the amount of the wire transfer. Security Credit Union is not liable for failure to act or delay in acting on a wire transfer request because of legal constraints, member negligence, interruption of communication facilities, equipment failure, emergency conditions, violations of any guidelines, rules or regulations of any government authority, or other circumstances beyond Security Credit Union's control. Security Credit Union is not liable for consequential, special or exemplary damages or losses of any kind. In most instances, wire transfer requests cannot be cancelled. Efforts to act on requests for cancellations will be made, but Security Credit Union is not liable if for any reason, the wire transfer request is not amended or cancelled. You agree to reimburse Security Credit Union for any costs, losses, or damages that are incurred in connection with requests to amend or cancel a wire transfer request. If warranted, a refund of money from a cancellation of the wire transfer will take place once Security Credit Union determines that the recipient has not received the funds and the funds are returned to Security. The refund may not be equal to the amount of the original wire transfer due to charges that may be imposed by other financial institutions. Domestic wire transfer requests received prior to 4pm Eastern Time (ET) will be transmitted that same business day. Domestic wire transfer requests received after 4pm ET will be transmitted on the next business day. International wire transfer requests received prior to 4:00pm ET will be transmitted that same business day. International wire transfer requests received after 4:00pm ET will be transmitted on the

next business day. A Bank Identifier Code (BIC), also known as a SWIFT code, is required for all international wire transfers. In some instances, an International Bank Account Number (IBAN) may be required in addition to the BIC or SWIFT code. The recipient(s) of the wire transfer must be identified and physical addresses provided for both the recipient(s) and the recipient's financial institution.

Security and the receiving financial institution may process the wire transfer request based only on the account number(s) and other information listed. Security is not responsible for incorrect recipient information conveyed and/or listed on the wire transfer request. You agree to hold Security Credit Union harmless if the recipient information you convey to us is incorrect or incomplete. Wire transfer requests are subject to Security's Funds Availability Policy and if applicable, we reserve the right to verify funds before wiring them. Your rights and obligations regarding wire transfers may be covered by Regulation J of the U.S. Federal Reserve Board and/or Article 4A of the Uniform Commercial Code. If security procedures are not successful, the wire transfer request may be cancelled by Security Credit Union. If this is the case, you will be notified by phone and/or U.S. mail within two business days. When sending wire transfers to a foreign country, Security Credit Union will send the funds in U.S. dollars. They may be converted into the appropriate foreign currency by the financial institution that transmits Security Credit Union's wire transfers or the recipient's financial institution. If a wire transfer is not received by the recipient and its whereabouts need to be traced, you may be charged an account research fee (as listed in the Fee Schedule) if it was not Security Credit Union's error. It is your responsibility to monitor your account and statements for any errors or discrepancies regarding wire transfers. If you discover an error or discrepancy, you must contact Security Credit Union within 60 days of receiving your account statement to initiate an investigation.

TRUTH-IN-SAVINGS DISCLOSURE

The rates and terms applicable to your account at Security are provided in this Truth-In-Savings Disclosure. Security Credit Union may offer other rates for these accounts from time to time. Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts. The Truth-in-Savings Act allows for the change in terms of share accounts as long as 30 day advance notice is given.

1. RATE INFORMATION.

The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all Savings accounts, Trusts, Checking accounts, Traditional IRA, Roth IRA and Coverdell Education Savings accounts, the Dividend Rate and Annual Percentage Yield may change weekly as determined by Security Credit Union. For Certificate accounts (share and IRA), the Dividend Rate and Annual Percentage Yield may change weekly as determined by Security Credit Union. The Dividend Rates and Annual Percentage Yields are the rates and yield as of the last dividend declaration date. Current rates are published in our newsletters, on our website, www.securitycreditunion.org, and at Security Credit Union branch locations.

2. NATURE OF DIVIDENDS.

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

3. DIVIDEND COMPOUNDING AND CREDITING.

The compounding and crediting frequency of dividends and dividend period applicable to each account are stated above. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. ACCRUAL OF DIVIDENDS.

For all accounts, dividends will begin to accrue on deposits on the business day you make the deposit to your account.

5. BALANCE INFORMATION.

To open any account you must deposit or already have on deposit at least the par value of one full share in any account. The par value of one share is \$5. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Truth-In-Savings Disclosure Chart. For all accounts, there is a minimum Average Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. If the minimum average daily balance is not met, you will not earn the Annual Percentage Yield. For accounts using the Average Daily Balance method, dividends are calculated by applying a periodic rate to the Average Daily Balance in the account

for the dividend period. The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

6. ACCOUNT TRANSACTION LIMITATIONS.

For all types of savings accounts, that are eligible for preauthorized, automatic, telephonic, electronic or audio response transfers, you may make up to six such transfers to an account at another financial institution or to a third party during any calendar month. If you reach these limitations within a calendar month, additional transactions as listed above will not be able to be completed and may be returned unpaid. For Checking accounts, no transaction limitations apply; however, Overdraft Protection transfers may be returned if you have reached your monthly limit. (See Section 8, Overdrafts, of the Membership and Account Agreement for more information.)

7. FEE INFORMATION.

Certain fees MAY be assessed against your accounts. Refer to the Fee Schedule for the amount of any fee that may be imposed in connection with your account.

PRIVACY NOTICE

Security Credit Union, your member-owned financial institution, is committed to providing a safe place to save and borrow money at very competitive rates. Security Credit Union is equally committed to protecting members' privacy and you can be confident that financial privacy is a priority of Security Credit Union. Security Credit Union gives all members this Privacy Notice to explain how Security Credit Union collects, uses and safeguards its members' personal financial information.

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.

Member Information Collected. Security Credit Union collects nonpublic personal member information from the following sources:

- Social Security number and income information
- Member account transactions and payment history with Security Credit Union or other financial institutions; and
- Information from credit reporting agencies and credit score.

When you are no longer our member, we may continue to share your information as described in this notice.

Member Information Disclosed. Security Credit Union may disclose all of the information collected, as described above, to companies that perform marketing services on behalf of Security Credit Union or to other financial institutions with whom Security Credit Union has joint marketing agreements. At no time does Security Credit Union sell or share information with companies not included in providing services directly or assisting us in providing services to our members. To protect our members' privacy, Security Credit Union only conducts business with organizations that agree to maintain strong confidentiality protections and limits the use of information Security Credit Union provides. Security Credit Union may also disclose nonpublic personal information about its members under other circumstances as permitted or required by law. These disclosures typically include:

- Information to maintain or service a member's account;
- Conduct the operations of Security;
- Follow member instructions as authorized; or
- Protect the security of Security financial records.

If a member decides to terminate his/her membership or become an inactive member, Security will adhere to the privacy policies and practices as described in this notice.

How Security Credit Union Protects Its Members' Information. Security Credit Union restricts access to nonpublic personal information about its members to Security Credit Union employees who have a specific business purpose in utilizing member data. Security Credit Union employees are trained in the importance of confidentiality and member privacy by maintaining physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard members' nonpublic personal information.

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What Members Can Do To Help Protect Their Privacy. While Security is committed to protecting the privacy of its members, you can help safeguard personal information by following these simple guidelines:

- Upon receipt of your MasterCard Debit Card and/or Convenience Card, verify the information on the front and sign the back panel immediately. Report a lost or stolen card(s) immediately to Security at (810) 235-2322, or toll free at (800) 373-2333. After business hours, please call our Voice Response Unit at (800) 472-3272.
- Protect your card(s) at all times by carrying only the ones you intend to use. Store all other cards in a safe place.
- Be aware of your surroundings when approaching an ATM. Make sure no one can oversee you enter your PIN by shielding the keypad with your hand or body.
- Memorize your PIN and keep it confidential. Do not write it on the card or keep it in your wallet.
- Make sure the merchant returns your card and check it to make sure it's your card.
- Keep your ATM transaction and check card receipts. Log them into your check register. Destroy the carbons if present.
- Never give your card information over the phone unless you initiate the call.
- Never pre-sign your checks.
- Balance your checkbook each month and report any unauthorized transactions immediately.
- Treat all of your financial information as confidential and proprietary.
- If you have any questions concerning this policy, please visit a Security Credit Union Branch or contact the Communication Center at (810) 235-2322, or toll free at (800) 373-2333.

TRUTH-IN-SAVINGS DISCLOSURE CHART

Account Type	Dividends				Balance Requirements			Account Limitations	
	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	Monthly Fee	See Section 6 of Truth-in-Savings Disclosure
Business Share Savings	Quarterly	Quarterly	Quarterly (calendar)	\$5.00	-	\$5.00	Average Daily Balance	\$0.00	Account transfer limitations apply.
Business Checking Account	-	-	-	\$0.00	-	\$0.00	Average Daily Balance	\$25.00, see Rate and Fee Schedule for details.	-
Business Money Market	Monthly	Monthly	Monthly (calendar)	\$0.00	-	\$2,500.00	Average Daily Balance	\$0.00	Account transfer limitations apply.

We are our members' trusted, secure financial cooperative dedicated to providing exceptional value, service and convenience.

Security Credit Union is owned and operated by its members. Membership is a lifetime benefit and is available to persons who live, work, worship or attend school in, or businesses or other legal entities located in Genesee, Lapeer, Livingston, Macomb, Oakland, Saginaw, Sanilac, Shiawassee, Washtenaw and Wayne Counties, Michigan and persons who are donors to the Salvation Army of Genesee County.

Security Credit Union is chartered in the state of Michigan and is supervised by the Michigan Department of Insurance and Financial Services. Security Credit Union is federally insured by the National Credit Union Administration.

This credit union is federally insured by the National Credit Union Administration.



P.O. Box 5255
Grand Blanc, MI 48480-5255

(810) 235-2322
(800) 373-2333
www.securitycu.org

