

COMMUNITY WEST

CREDIT UNION

Membership Terms and Agreement

COMMUNITY WEST

CREDIT UNION

P.O. Box 8069
Kentwood, MI 49518-8069
www.CommunityWestCU.org
616.261.5657
Toll Free 1.844.348.8960

Locations & Hours

COMSTOCK PARK

M-W 8:30 am – 5:00 pm
Th-F 8:30 am – 5:30 pm
Saturday CLOSED

GRANDVILLE

M-Th 9:00 am – 5:00 pm
F 9:00 am – 6:00 pm
Sat 9:00 am – 12:00 pm

HUDSONVILLE

M-Th 9:00 am – 5:00 pm
F 9:00 am – 6:00 pm
Saturday CLOSED

KENTWOOD

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F 9:00 am – 6:00 pm
Sat 9:00 am – 12:00 pm

MIDDLEVILLE

M-Th 9:00 am – 5:00 pm
F 7:00 am – 5:00 pm
Saturday CLOSED

ROCKFORD

M-Th 9:00 am – 5:00 pm
F 9:00 am – 6:00 pm
Sat 9:00 am – 12:00 pm (Drive Thru Only)

USA Patriot Act, 10-1-2003

United and Strengthening America by
Providing Appropriate Tools Required to
Intercept and Obstruct Terrorism Act.
Federal Law requires us to obtain, verify, and
retain information regarding the identity of
anyone using the credit union.



Federally Insured by NCUA



Rev 01/19

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MEMBERSHIP AGREEMENT AND DISCLOSURES

A. GENERAL TERMS AND CONDITIONS

This Agreement, along with any documents we give you pertaining to your account(s), is a contract that establishes rules, which control your account(s) with us. Please read this carefully. If you sign the signature card and/or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This Agreement is subject to applicable federal laws and the laws of the State of Michigan (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to reproduce here. The purpose of this document is to:

1. Summarize some laws that apply to common transactions;
2. Establish rules to cover transactions or events which the law does not regulate;
3. Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effort. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document, the words "we," "our," and "us" mean Community West Credit Union (CWCU) and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Bylaws

Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request current earnings of the credit union, after providing for required reserves.

Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the items or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.

Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposits (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. Dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

Withdrawals

Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance (less the required par value) at any time. Each of you, until we receive written notice on the contrary, authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by frequency permitted, or which is for an amount greater or lesser than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiated it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. (See the **Funds Availability Policy Disclosure** at Section D, below for information about when you can withdraw funds you deposit.) For those accounts for which our Funds Availability Disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

Ownership of Account and Beneficiary Notice

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account

Is an account in the name of one person.

Joint Account

No Survivorship (And Not As Tenants In Common) is an account in the name of two or more persons. Each of you intends that when you do the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

No Survivorship (As Tenants In Common) is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust Account

If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless; (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Accounts for Minors

We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall, to the extent permitted by state law, be jointly and severally liable to use us for any returned item, overdraft, or unpaid charges or amounts on such account.

Business Accounts

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

Stop Payments

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the check number, date, amount of the item, and the payee.

You may place a stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop payment request may be made only by the person who initiated the stop payment order.

Our stop payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). Fees for stop payment requests are stated in the Fee Schedule.

Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "pre-authorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

Amendments and Termination

We may change our bylaws and any term of this Agreement. Rules governing changes in rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may close your account(s) if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail.

If you violate the terms of this Agreement, we may suspend your rights to member services. If you default under the terms of this Agreement and your other agreement(s) with us, and do not cure the default under those terms, we may freeze, suspend, and/or disable your access to all of your accounts with us, including, without limitation, suspending your electronic account access; disabling your debit or ATM card; disabling all other functions at ATMs; and/or freezing your access to online or mobile Web platforms to check account balances, transfer funds, or make online payments except payments on the delinquent or overdrawn account. You must keep us informed of your current address at all times.

Upon reasonable notice to you, we may suspend services to you or expel you from membership, for any reason as permitted by law, including causing a loss to the credit union, displays of offensive or disruptive conduct or language resulting in the fear of emotional or physical harm to an employee or other member or otherwise disrupts the business of the credit union. Notice from us to any one of you is notice to all of you.

Statements

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement, but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, by any circumstances, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60 day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Account Transfer

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

Direct Deposits

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

Temporary Account Agreement

If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on this signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Right to Repayment of Indebtedness

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A lien on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A statutory lien is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accordance with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, (b) the debt is created by a consumer credit transaction under any consensual security interest, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

Authorized Signer (Individual Accounts Only)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

Restrictive Legends

We are not required to honor any restrictive legend of checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000,000."

Payment Order of Items

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. Items officially post during evening processing. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Posting an item affects your actual balance. The actual balance is the beginning of the day balance after the prior evening's posting. The available balance is the amount you have in your account at a particular time that is available for immediate withdrawals or to cover other debit items. The difference between the actual balance and available balance is the result of pending activity that we are aware of that has not yet posted to the account (such as any pending deposits, checks, ACH transactions, transfer, withdrawals or holds on your account). There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule. (See the **Overdraft Policy Disclosure** at Section G below for information about insufficient balances.) By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to take careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Electronic Share Draft Conversion

A transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lock box and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial

institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign.

Pledges

Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective..

ACH and Wire Transfers

This Agreement is subject to Article 4A of the Uniform Commercial Code Fund Transfers as adopted in the state in which you have your account with us. If you originate a funds transfer for which Fed wire is used, and you identify by name and number a beneficiary financial institution, or an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on them even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A 403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Facsimile Signatures

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

B. ELECTRONIC FUNDS TRANSFERS:

Your Rights and Responsibilities

Subject to the Amendments and Termination provisions set forth at Section A above, this is your electronic services disclosure and Agreement. It includes necessary federal statements as required by the Electronic Fund Transfer Act (EFTA) (15 USC 1693 ET SEQ.) and Regulation E (12 CFR 205, ET SEQ.) and any special instructions regarding the uses of your personal identification number (PIN) and password to access CWCU Audio Response System and Automated Teller Machines (ATMs). Please be certain to read this disclosure carefully and notify us at once if any parts are unclear.

This disclosure covers all of the electronic fund transfers (EFT) services CWCU currently offers. Some provisions may not currently be applicable to you.

Please read and retain this disclosure; it provides the procedures to be followed if you have an error or problem regarding your EFT services.

ATM Card and Audio Response System Agreement

This Agreement applies to any electronic fund transfer made to or from your account(s) through the use of your debit card, ATM card or at any ATM, or the use of your password in conjunction with our audio response system. An electronic fund transfer (called a "transaction") is the movement of funds other than a check or other paper instrument which is performed through the use of an ATM, audio response, point-of-sale transaction, or other electronic device. You understand that your card and any access codes are issued by us and are not transferable.

Types of Debit Card Transactions

You may access your share draft account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant (if the merchant permits) or from a participating financial institution and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

Minimum Account Balance

You must maintain a minimum account balance of \$5.00 per member in a share account as a condition of using an access device (card and/or identification code) to accomplish a transfer. We do not charge for direct deposits to any type of account. We do not charge for pre-authorized withdrawals from any type of account. Please refer to our separate fee schedule for additional information about charges. Except as

indicated elsewhere, we do not charge for electronic fund transfers.

Issuance of Pin and Password

You will assign a Personal Identification Number (PIN) to your debit card when you call to activate your card to be used in conjunction with your debit card and/or ATM card for transactions. Your password to use the audio response system for the first time is the last four digits of the primary member's social security number. You may change your password on the audio response system at any time.

Your Liability under the Electronic Fund Transfer Act for Unauthorized Access to your Share Accounts

Tell CWCU at once if you believe your cards, PIN, or password have been lost or stolen. Telephoning is the best way to keeping any possible losses to you at a minimum. You could lose all the money in your account(s) (plus your maximum overdraft line of credit). If you believe your card(s), PIN, or password have been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your card(s), PIN, or password without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your card(s), PIN, or password, and we can prove we could have stopped someone from using your card(s), PIN, or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions 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 will not get back any money you lost after 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 hospital stay) kept you from telling us, we will extend the time periods.

Additional Limits on Liability for Master Card-branded cards

When used for point-of-sale transactions, you will not be liable for any unauthorized transactions using your Master Card-branded card, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$500 or the amount of money, property, labor, or services obtained

by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

Contact in the Event of Unauthorized Transfer

If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us.

Address and Telephone Number for Notifying CWCU

If you believe your card(s) or PIN have been lost or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, call us at 616.261.5657 or toll-free at 1.844.348.8960 between the business hours listed below or 1.866.820.5878 after business hours, or write to us at:

Community West Credit Union
P.O. Box 8069, Kentwood, MI 49518-8069

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Sat 9:00 am – 12:00 pm (Drive Thru Only)

Website

www.communitywestcu.org

Types of Transfers Available and Limits on Transfers

In all cases, your ability to perform transactions is subject to there being sufficient funds available in your account(s).

Audio Response System

You may access your account by telephone 24 hours a day at 616.285.2164 or 1.800.453.9254 using your personal identification number, a touch tone phone, and your account number(s), to:

- Make a check withdrawal from your share savings or share draft account(s). The check will be mailed to your statement address.
- Transfer funds between your share savings and share draft account(s) and from your loan accounts to the above accounts. During any calendar month, you may not make more than six transfers through the audio response system from a share savings account to another one of your accounts or to a third party. In addition, only three of the six transfers may be made by check, draft, or similar order to a third party.
- Determine the balance in your accounts.
- Verify cleared drafts, deposits, and withdrawals

ATM Card

You may use your CWCU ATM card at any ATM to:

- Withdraw cash (subject to the limitations of the ATM machine you are using) from share savings account and your share draft account, up to your approved daily limit.
- Determine the balance in your share savings and share draft account.

Annual Fee and Charges for Transactions or Balance Inquiries

CWCU will not charge you an annual fee for our ATM service and for each transaction and each inquiry you make using our ATMs. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer, as well as CWCU (and you may be charged a fee for balance inquiry).

C. DOCUMENTATION OF TRANSFERS

Terminal Transfers

Subject to the Amendments and Termination provisions set forth at Section A above, you will receive a receipt at the time you make any transaction using an ATM.

If your account is accessed by an ATM or a debit card, you will receive a monthly statement; otherwise you will receive a quarterly statement. Members with home equity lines and/or share draft accounts will continue to receive monthly statements regardless of ATM or debit card activity.

Pre-authorized Credit

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 616.261.5657 to find out whether or not the deposit has been made.

Notice of Varying Amount of Pre-authorized Payments

If pre-authorized payments to persons or companies vary in amount, the person or company you are going to pay will tell you 10 days before each payment when it will be scheduled and how much it will be. You may choose instead to get this notice only when the payment differs more than a certain amount from a previous payment, or when the amount would fall outside certain limits you set.

Procedure for Stopping Payment of Pre-authorized Transfers

If you have notified us in advance to make regular payments from your share savings or share draft account(s), you can stop any of these payments which are made to companies other than CWCU. To accomplish this:

- Telephone or write us, in time for us to receive your request at least three business days before the payment is scheduled to be made.
- If you call, we may also require you to put your request in writing and give it to us within 14 days after you call.

Liability for Failure to Stop Payment of Pre-authorized Transfers

If you order us to stop one of these payments at least three business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient funds in your account to make the transaction.
- If the transaction would go over the credit limit on your line of credit at the credit union.
- If the ATM at which you are making the transaction does not have enough cash.
- If the ATM was not working properly and you knew this when you started the transaction.
- If circumstances beyond our control, such as fire or flood, prevent the transaction despite reasonable precautions that we have taken.
- If for security reasons a limited amount of cash is available at an ATM.
- If the funds are subject to legal process or other encumbrance restricting such transaction.
- If you have not properly followed instructions for operation of the ATM.
- If the transaction would exceed one of the established limits contained in this Agreement.

Disclosure of Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- When it is necessary for completing transactions.
- In the course of preparation, examination, handling, or maintenance of financial records by an officer, employee, or agent of CWCU that has custody of the records.
- When it is necessary for completing transactions.
- In the course of preparation, examination, handling, or maintenance of financial records by an officer, employee, or agent of CWCU that has custody of the records.
- In the course of examination of the financial records by a certified public accountant while engaged by CWCU to perform an independent audit.
- During the course of examination of financial records by, or the disclosure of financial records to, any officer, employee, or agent of a supervisory agency for use only in the exercise of that person's duty as an officer, employee, or agent.

- In the course of publication of information derived from financial records, if the information cannot be identified to you or any particular account of yours.
- In the course of making reports or returns required by federal law.
- Under certain provisions of the Commercial Law Article of the Annotated Code of Michigan relating to the dishonor of a negotiable instrument.
- In an exchange, in the regular course of business, of credit information between CWCU and any other fiduciary institution or commercial enterprise if made directly or through a consumer reporting agency.
- To comply with any court order or applicable state law.
- To appropriate officials in connection with the prosecution of any action concerning insufficient funds.
- To the Michigan Department of Human Resources to verify or confirm eligibility for public assistance.
- If you give us your written permission.

Regulatory Authority

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated, you should notify the Financial Institution Bureau, Credit Union Division at 333 South Capitol Ave, Suite A, Lansing, MI 48933 or National Credit Union Administration, Division of Supervision at 4225 Naperville Road, Suite 125, Lisle, IL 60532.

Error Resolution Notice

In case of errors or questions about your transactions, telephone or write to us as soon as possible, using the phone number or address listed earlier in this booklet. If you think your statement or receipt is in error, or if you need more information about a transaction listed in the statement or receipt, contact us. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days, or 20 business days if the notice of error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions, or up to 90 days if a notice of error involves an electronic fund transfer that:

- Was not initiated within a state.
- Resulted from a point-of-sale debit card transaction.
- Occurred within 30 days after the first deposit to the account was made.

If we decide to do this, we will credit your account within 10 business days (or 20 business days, if applicable) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days (or 20 business days, if applicable), we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we complete our investigation and re-debit your account. You may ask for copies of the documents that we used in our investigation.

Safety Considerations when Using an ATM

When using an ATM in an unfamiliar area, please consider the following:

- Be aware of your surroundings, particular at night.
- Consider having someone accompany you, particularly when using an ATM after dark.
- Do not display cash in the vicinity of the ATM. When the transactions have been completed, count the cash in the safety of your vehicle or home.
- If you notice anything suspicious, consider using another ATM or return later.
- If you notice anything suspicious while conducting the transaction, consider canceling the transaction and leaving the area.
- Report any crime to the local law enforcement officials and the operator of the ATM

D. FUNDS AVAILABILITY POLICY

Subject to the Amendments and Termination provisions set forth at Section A above, our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

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

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- Matching funds are not on deposit.
- 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.
- 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. They will generally be available no later than the ninth business day after the day of your deposit.

Special Rules for New Accounts

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available seven business days after the day of your deposit.

E. TRUTH IN SAVINGS SHARE

Accounts & Sub-share Accounts

Rate Information

The dividend rate and annual percentage yield may change daily. We may change the dividend rate for your account as determined by the credit union.

Compounding and Crediting

Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period

For this type of account, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date of such dividend period is March 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above, is April 1st. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirements

The minimum balance required to open this account is \$5.00 per member. The minimum balance required to earn dividends is \$100.00.

Daily Balance Computation Method

Dividends are calculated by the AVERAGE daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits

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

Par Value of a Share

The par value of a single member share in this account is \$5.00 and a joint share is \$10.00.

Fees and Charges

This account may be assessed various fees and charges according to the specifications published in the most current credit union fee schedule. Accounts that are not used in a one (1) year period may be declared INACTIVE and subject to a fee, which is listed in our fee schedule.

F. CHECKING ACCOUNT (Share Draft Account)

Subject to the Amendments and Termination provisions set forth at Section A above, the following terms apply to your Share Draft Account.

Rate Information

The dividend rate and annual percentage yield may change daily. We may change the dividend rate for your account as determined by the credit union.

Compounding and Crediting

Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period

For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date of such dividend period is January 31st. Declaration date follows the ending date of a dividend period, and for the example above it is February 1st. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirements

There is no minimum balance required to open this account. Dividends are paid on the average daily balance up to \$2,000.00.

Accrual of Dividends on Non-Cash Deposits

Dividends will begin to accrue on the business day you place non-cash items, such as checks, to your account. If you deposit non-cash items after business hours or on a non-business day, they will begin to accrue on the next business day.

Daily Balance Computation Method

Dividends are calculated by the AVERAGE daily balance method, which applies a daily periodic rate to the balance in the account each day.

Transaction Limitations

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Substitute Checks and Your Rights

What is a substitute check? A substitute check is a paper copy of an electronic image of your original check that has been used in the check clearing process. 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. This notice describes rights you have when you receive substitute checks from us. The rights within this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions. Please contact your nearest branch with questions regarding your rights in respect to original checks or electronic debits.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account. For example, if you think that the credit union has withdrawn the wrong amount from your account or has withdrawn 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, i.e. bounced 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 or dividends on the amount of your refund if your account is an interest or dividend-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 or dividends, if your account is interest or dividend-bearing, within 10 business days

after we received your claim. You will receive the remainder of your refund plus interest or dividends, if your account is interest or dividend-bearing, no later than 45 calendar days after we received your claim. Community West Credit Union may reverse the refund including any interest or dividends on the refund if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Community West Credit Union
P.O. Box 8069, Kentwood, MI 49518-8069
Phone: 616.261.5657

You must contact the credit union 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 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 or the following information to help us identify the substitute check: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

Checking Account Agreement

1. Only check blanks (and other methods) approved by the credit union may be used to make withdrawals from your account.
2. All non-cash payments received in the account will be credited subject to final payment of such items.

3. The credit union is under no obligation to pay a check that exceeds the fully paid and collected checking balance in this account; however, the credit union may, at its discretion, pay such a check. If the credit union does pay such a check, it is agreed that the credit union shall be immediately reimbursed, by one or more of the owners, to the extent that such a draft exceeds the checking balance in this account. Such reimbursement shall be in cash, unless another manner of reimbursement has been authorized.
4. The credit union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the check unless the credit union has, prior to presentment and with reasonable time for the credit union to act, received a separate notice of postdating or stop payment order concerning the check.
5. When paid, checks become the property of the credit union and will not be returned either with the periodic statement of this account or otherwise. Copies of such checks will be provided, if requested, and the credit union may charge a fee for providing such copies.
6. Except for negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a check.
7. Any objection respecting any item shown on a periodic statement of the account is waived unless made in writing to the credit union before the end of 60 days after the statement is mailed.
8. The account is subject to the credit union's right to require advance notice of withdrawal, as provided in the credit union's bylaws.
9. Share Draft Accounts are also subject to other terms and conditions as the credit union may establish from time to time. Such other terms and conditions include without limitation, service charges for stop payment orders, checks returned for insufficient funds, and any other service as designated by the credit union. The credit union may change the terms and conditions of this account upon giving a 30 day written notice.

G. OVERDRAFT POLICY

An insufficient balance could result in several ways. An overdraft fee occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. A non-sufficient funds (NSF) fee is charged when your account is overdrawn, the item is returned and is not paid. Your account has two types of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. Your actual balance is the amount of money that is actually in your account at any given time. It reflects transactions that have "posted" to your account, but not transactions that have been authorized and are pending. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then the actual balance does not reflect the pending check transaction. Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. When making a transaction at a branch, the actual balance (also called ledger balance) is listed on the receipt. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. if you were to use your debit card at a restaurant for \$20, the that merchant could ask us to preauthorize the payment. In that case, we would put a "hold" on your account for \$20. Your actual balance would still be \$50 because the transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20. **Available balance is used to determine when your account is overdrawn.**

The following example illustrates how this works: Again, assume your actual and available balances are both \$50, and you swipe your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your actual balance is still \$50. Before the restaurant charge is sent to us for processing, a check that your wrote for \$40 clears. Because you have only \$30 available (you have

committed to pay the restaurant \$20), your account will be overdrawn by \$10, even though your actual balance is still \$50. In this case, we may pay the \$40 check, but you will be charged an overdraft fee of \$29. That fee will be deducted from your account, further reducing the balance.

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

An insufficient balance could result in several ways, such as, but not limited to, (a) the payment of checks, electronic funds transfer, or other withdrawal requests; (b) payments authorized by you; (c) the return of unpaid items deposited by you; (d) the imposition of credit union service charges; or (e) the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet available or finally paid. We are not obligated to pay any item presented for payment if your checking account does not contain sufficient funds.

If you maintain your checking account in good standing (defined as making regular deposits and bringing your share draft to a positive balance, including payment of all credit union fees charged to your share draft, at least once every 30 days) and there are not legal orders outstanding, we may approve the payment of checks as a non-contractual courtesy. You may opt out of this service, but you are responsible for any overdrawn balances if you choose to opt out.

Beginning July 1, 2010, overdrafts from your **ATM withdrawals and certain debit** card purchases will not be covered and your transactions will be declined unless you opt-in to receive this benefit.

We may refuse to pay an overdraft for you at any time, although we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our insufficient funds handling fee charge(s) and any daily overdraft fee(s) that you owe us shall be due and payable upon demand.

If there is an overdraft paid by us with more than one owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft, plus our insufficient funds handling fee charge(s).

Overdraft Protection should not be viewed as an encouragement to overdraw your checking account. As always, we encourage you to manage your finances responsibly. In the event you would like to change this service on your checking account, you can do so by simply notifying Community West Credit Union. You should note that your Overdraft Protection limit will not include PC Online Service, Voice Response, or Teller Service.

Limitations

Available to individually owned checking accounts in good standing for personal and household use. Community West Credit Union reserves the right to limit participation to one share draft per household and to discontinue this service at any time.

H. MONEY MARKET ACCOUNT

Rate Information

The dividend rate and annual percentage yield may change daily. We may change the dividend rate for your account as determined by the credit union.

Compounding and Crediting

Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend Period

For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date of such dividend period is January 31st. The declaration date follows the ending date of a dividend period, and for the example above it is February 1st.

Minimum Balance Requirements

There is no minimum balance required to keep this account open; however, in order to earn interest on this account, you must maintain a balance of at least \$2,500.

Daily Balance Computation Method

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits

Dividends will begin to accrue on the business day you place non-cash items, such as checks, in your account.

Transaction Limitations

You may deposit to this account as you wish. There are limits to the number of withdrawal transactions performed. Total withdrawal transactions allowed per month will be six. These limited apply to transfers or payments. They are limited as follows: You may make a maximum of six withdrawals or transfers of this type. No more than three of the six transfers may be made by check. If you exceed these limits in any statement period, you will be subject to a fee per transaction, as listed in the fee schedule.

I. IRA SHARE ACCOUNT

Rate Information

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union.

Compounding and Crediting

Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date of such dividend period is March 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above, it is April 1st.

Minimum Balance Requirements

No minimum requirements apply to this account.

Daily Balance Computation Method

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits

Dividends will begin to accrue on the business day you place non-cash items (such as checks) in your account.

Transaction Limitations

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

J. ADVANTAGE SAVINGS ACCOUNT

Rate Information

The dividend rate and annual percentage yield may change daily. We may change the dividend rate for your account as determined by the credit union.

Compounding and Crediting

Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date of such dividend period is March 31st. All other dividend periods follow this same pattern of dates.

The dividend declaration date follows the ending date of a dividend period, and for the example above, it is April 1st. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirements

The minimum balance required to open this account is \$100,000.00. The minimum balance required to earn the 1.01% dividend rate is \$100,000.00. A balance below \$100,000.00 will result in the regular savings rate.

Daily Balance Computation Method

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits

Dividends will begin to accrue on the business day you place non-cash items (such as checks) to your account.

K. COMMON FEATURES

Bylaw Requirements

You must complete payment of one share (\$5.00) in your Share Account for each member as a condition of admission to membership. Each member must be joint on or have their own share account with a \$5.00 deposit. If the balance in your Share Account falls below the par value of one share (\$5.00) or two shares if joint (\$10.00), you may be terminated from membership immediately.

Transaction Limitation

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

Nature of Dividends

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

National Credit Union Share Insurance Fund

The National Credit Union Share Insurance Fund federally insures member accounts in this credit union.

L. ELECTRONIC CONSENT FOR RECORD RETENTION

The signed Member, having entered into a credit or banking relationship with Community West Credit Union ("Credit Union"), states the following:

1. Member hereby consents to the use of electronic record retention of all documents pertaining to any transactions at the Credit Union (the "Records").
2. Member acknowledges having been advised of the following:
 - A. Member's right or option to have the Records provided or made available in paper form.
 - B. Member's right to withdraw this Consent to have the records electronically provided or made available.
3. If Member wishes to withdraw this Consent, it must be done in a writing that is dated and signed by Member and delivered by

Member to Credit Union personally, via facsimile or first class mail as follows:

Community West Credit Union
P.O. Box 8069
Kentwood, MI 49518-8069
Facsimile: (616)698-0955

4. Member acknowledges that they will not have electronic access to the Records, but that upon request an additional paper copy of the Records may be obtained without charge.
5. This Consent does not affect the content or timing of any disclosure or other record required to be provided or made available to Member under any statute, regulation, or other rule of law.

The undersigned acknowledges having read the above Member's Consent to Electronic Record Retention, having understood the contents thereof, and having received a paper copy of the Records.

M. DEBIT CARD AGREEMENT AND "DISCLOSURE PURSUANT TO ELECTRONIC FUNDS TRANSFER LAWS"

This agreement is to inform you about your rights and responsibilities that arise when you use your Credit Union's Electronic Funds Transfer Services, and to satisfy the requirements of the federal and state statutes relating to Electronic Fund Transfers, as well as, the requirements of Regulation "E" issued by the Federal Reserve Bank Board. The words "us" "we" and "ours" mean Community West Credit Union. The words "you" and "your" mean all persons who signed this agreement.

Validation of Your Card

To validate your card, you will need to call the toll free number located on your debit card activation sticker to activate the card and set up a PIN. This, along with your signature on the rear panel of your CWCU debit card, constitutes validation of your card for use.

Personal Identification Number (PIN)

We will not reveal your Personal Identification Number (PIN) to anyone. It will be your responsibility to safeguard your CWCU debit card and PIN and to promptly tell us if you have lost your card or if it has been stolen. For safety purposes do not keep your PIN with your CWCU debit card.

Service Disclosure

You may use your CWCU debit card to withdraw cash from your share account or share draft account, deposit funds to your share account or share draft account, transfer funds within your same account number, perform balance inquiries on your share and share draft accounts. You may also use your debit card to purchase goods at any merchant service that accepts MasterCard.

Fees for Electronic Fund Transfers

We reserve the right to impose charges or increase them, as we deem necessary. Withdrawals performed at ATMs not owned by Community West Credit Union or a non participating CO-OP financial institution will cost \$3.00 each. POS/Debit card transactions may also cost \$3.00 each. We will give you at least 21 days advance written notice before increasing any charge.

Deposit Availability

Each deposit is subject to verification and/or holds. To ensure your deposit, checks must be properly endorsed. If checks are not properly endorsed, they will be deducted from your account and returned to you. Please check this carefully before making a deposit. If a check is payable to someone not on your account, the deposit will be reversed and the check(s) will be returned to you.

Minimum Balance

You must always maintain a minimum balance of \$5.00 in a prime share account to be entitled to have Electronic Fund Transfer services made available to you. Cash withdrawals and other payments or transfers made from your account may only be made if your account has an available balance, which is sufficient to fully perform the transaction. We reserve the right to increase the minimum balance requirements or to impose other restrictions in the future, but if we do so we will give you at least 21 days advance written notice.

ATM Maximum Withdrawal

The maximum amount you may withdraw from your accounts through an ATM will be limited to \$500.00 per day.

Point of Sale Maximum Withdrawal

Point of Sale (POS) withdrawals may not exceed the limit of \$2,500 per business day (providing the amount is available in your share draft account).

NOTE: The daily limits set forth run from the start of each business day at 12:00am and end at 11:59pm on the day immediately prior to the next business day. For example, not taking into account any Credit Union observed holidays, the Daily Limits for a normal business week would: (i) start on each day from Monday through Thursday at 12:00am and end on the same day at 11:59pm and (ii) start on Friday at 12:00am and end on the following Sunday at 11:59pm.

Documentation of Your Electronic Fund Transfer (EFT)

You will get a receipt at the time you make a withdrawal transaction from your account using an automated teller machine or after performing a point of sale transaction. You will get a monthly account statement unless there are no electronic fund transfers in a particular month; in any case you will get the statement at least quarterly. If you have authorized no electronic fund transfers to or from your account(s) except for direct deposit, you will get a statement on the account(s) only quarterly.

Account Information Disclosure

We will disclose information to third parties about your account in order to comply with government agency or court orders, if you give us written permission; or in order to verify the existence and condition of the account for a third party, such as a merchant or a credit bureau. In turn, by signing this agreement CWCU reserves the right to receive information on all account holders through a third party such as; merchants, credit bureaus, check systems, etc.

In Case of Errors or Questions About Your "Electronic Fund Transfer"

You should telephone us at (844)348-8960 or you may write us at: Community West Credit Union, P.O. Box 8069, Kentwood, Michigan 49518-8069, as soon as you can if you think your CWCU statement or ATM transaction receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain (if you can) why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days for ATM transaction and 20 days for POS/Check card transaction or foreign enlisted transfers. We may require an affidavit to be signed for the transaction.
5. If we need more time, however, we may instead take up to 90 days to investigate your complaint on an ATM transaction and up to 90 days for a POS/Check card transaction. If we decide to do this we will re-credit your account within 10 business days for the amount you think is an error on an ATM transaction or 20 days for POS/Check card transaction so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may elect not to credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask copies of the documents that we used in our investigation.

Reversing Electronic Fund Transfers

If an Electronic Fund Transfer (EFT) was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if:

- (1) You tell us, within 4 calendar days after the date of the transfer, to make such a reversal
- (2) You notify us that you have made a good faith attempt to resolve your dispute with the third party involved
- (3) You assure us that any returnable goods involved in the dispute will be returned

If you do these things in writing, you must send the letter to: Community West Credit Union, P.O. Box 8069, Kentwood, Michigan 49518-8069. If you phone us, you MUST call at (844)348-8960. If you tell us orally that you want such a transfer reversed, we will send you a form you can use to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are REQUIRED to get this form back to us properly filled out within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such a reversal request, and to increase such charges thereafter.

Reversal of Transaction: We will reverse an EFT transfer resulting from a point of sale transaction and re-credit your account for the full amount of the transfer if all of the following occur:

- (1) You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the participating merchant of the related funds in dispute, where returnable goods involved.
- (2) The amount of the transaction is \$50.00 or more.
- (3) Within four(4) calendar days following the transaction, we receive from you during our normal business hours, a written or oral request for the reversal.
- (4) You verify the reverse order, notice and assurance in writing within fourteen (14) calendar days following oral notification, on a form to be provided by us for that purpose. If written verification is not furnished, we shall reinstate the original debits and credit involved in the transaction to the extent of the available account balance.

Liability for Failure to Make Electronic Fund Transfers

If we do not complete an "Electronic Fund Transfer" to or from your account(s) on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If there is not enough money in your account, in excess of amounts you have specifically pledged to us as collateral, to make the transfer.
- (3) If there is not enough good funds in your account to make the transfer.
- (4) If funds in your account are subject to garnishment or other legal process which prevents the making of the transfer.
- (5) If we have, because of your default, exercised our right against the funds in your account pursuant to the pledge of those funds you gave us.
- (6) If the automated teller machine where you are making the transfer does not have enough cash.
- (7) If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
- (8) We will also be excused from such liability if you fail to observe the terms and conditions, of this agreement, or our account agreement with you, which relate to such "Electronic Funds Transfers."

Liability for Unauthorized Use

You are to tell the us at once if you believe your card or PIN has been lost or stolen or that someone has withdrawn or may have withdrawn money from your account without your permission. Call us immediately at 844-348-8960 during regular business hours or notify us at:

Community West Credit Union
PO Box 8069
Kentwood, Michigan 49518

Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account. If you tell us within two (2) business days, you can lose no more than Fifty Dollars (\$50.00) if someone used your card or PIN without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you can lose as much as Five Hundred Dollars (\$500.00)

Also, if your statement shows transactions that you did not make, notify us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as extended trip or hospital stay) kept you from giving us notice in the sixty (60) days or two (2) "Business Day" periods mentioned above, we will extend them for a reasonable time.

General Rule

You may be responsible for money taken from your account through unauthorized "Electronic Fund Transfer" such as, for example, use of your card in our ATM if:

- (1) You write your PIN on your card
- (2) You keep your PIN with your card
- (3) You voluntarily give your card and PIN to someone who takes money out of your account without your permission.

In the first two situations listed above, you will not be responsible for money wrongfully taken from your account in excess of:

- (1) \$50.00 or
- (2) The actual amount taken before you notify us as instructed above, whichever is less, but in the third case you may be responsible for all money taken from your account before you notify us that the other person no longer has authority to use your card and PIN.

Revocation of Debit Cards

We reserve the right to revoke and retain your debit card if: (1) you are indebted to the us as maker or co maker and the loan for which you are responsible becomes delinquent; (2) if your share/savings account is overdrawn; (3) if you declare bankruptcy or your loan becomes delinquent; (4) if a Writ of Attachment is placed against your account(s); (5) or for any other reasons we may adopt from time to time. The debit card remains the property of CWCUCU. If we revoke it or you wish to cancel your privileges under it, you must return the debit card to us.

Fees and Charges

Should your CWCUCU debit card become lost, stolen, or damaged, you can request a replacement card at a cost to you to be debited from your account. Cost of replacement card is stated in the Fee Schedule.

If your share/savings or draft/checking becomes overdrawn due to an ATM withdrawal, there will be a fee imposed as set forth in the Fee Schedule.

Amendments-Termination

The Terms of this Agreement and Disclosure can be changed by the us at any time. If any change would result in an increase in fees or charges, any increased liability to you, fewer types of available transfer or stricter limitations of each transfer, we will notify you in writing at least 21 days before the effective date of any change. A written explanation of these changes will be provided. We may make other changes, or charges that must be made immediately in order to maintain or restore the security of the EFT system or your account, without notice to you. However, if we change the terms of this Agreement without advance notice to you, and it is to be permanent, we will provide written notice of the change to you with your next regularly scheduled periodic statement or within thirty (30) days, unless that disclosure would jeopardizes the security of our system.

We may terminate this Agreement at any time if you violate this Agreement; if you permit anyone else to use your PIN, or if we believe that you have been careless with your PIN, or for any other reason. If we terminate this Agreement, we will send you a notice.

You may terminate this Agreement by giving us written notice of termination and we will suspend your privileges under this Agreement within two (2) business days after receiving such a notice. Any termination will be sent to you by first-class mail to your last known address on our records which notice shall be effective when mailed.

Regulatory Agency

If you believe that we may have violated the state law regarding "Electronic Fund Transfers" (Michigan Public Act No. 322 or 1978) you may contact:

State of Michigan
Department of Commerce
Financial Institutions Bureau Credit Union Division
P.O. Box 30224
Lansing, Michigan 48909

NCUA: your savings insured to \$250,000.00 by the National Credit Union Administration, a U.S. Government Agency.

N. PRIVACY NOTICE

We recognize our responsibility to protect our members' personal information. We comply with all state and federal regulation regarding the transmission of private information including information used while conducting business by way of the Internet, ATM networks, wire services, telephone, U.S. mail, and other means of communication. We want to protect the personal and financial information you have entrusted to us. With this in mind, we have developed the following privacy policy.

Collection of Personal Information

CWCU will only collect personal information about our members that is necessary for business purposes. The Credit Union will not collect information that is not essential for business purposes. This information will be retained by the Credit Union so that we can provide the products and services you request.

When you sign up for our online services, our data system records certain online information – including the transactions you conduct online. This information enables us to process and confirm your transactions.

Use and Sharing of Personal Information

CWCU will use private information, entrusted to us, solely for the purpose of servicing your accounts. We will not disclose information to third parties (excluding CWCU affiliates) concerning your account with us, except:

1. When such disclosure is necessary to complete transactions.
2. To verify the existence and condition of your account for a third party (such as the credit bureau), as is permitted by law.
3. To comply with any court order or applicable laws or regulations.
4. When you give us your written permission. CWCU does not and will not sell or provide any personal information to third parties for independent use. We may, however, share personal information with our affiliates, as allowed by law, if that information is required to provide a product or service you have requested.

When you apply for products or services at CWCU, we will collect only the information necessary to provide you with the service or products requested. We will retain this information in order to appropriately service your accounts with us. Some of this information may be transmitted to our business partners (for example, the company who handles our online banking program). Our business partners have agreed to abide by our privacy policy.

When you send e-mail, we will retain the contents of the e-mail, your e-mail address and our response in order to handle any follow-up questions you may have.

We also use it to measure how effectively we address your concerns.

Accuracy of Personal Information

CWCU will at times follow prudent measures to ensure the accuracy of both its records, and your personal information. When brought to our attention, all inaccuracies will be immediately corrected.

If you have any questions concerning the accuracy of your personal information, please call a CWCU representative, or contact us at www.communitywestcu.org. We request that you keep us informed of any changes to that information (such as address, name, and e-mail address), so that you may receive the maximum benefit from us.

At Community West Credit Union, protecting your privacy is one of our top priorities. We will continually review our privacy policy and, where appropriate, make changes to enhance the quality for your protection.

COMMUNITY WEST

CREDIT UNION