



Membership & Account Agreement

Membership and Account Agreement outlines the privileges and liabilities of both Birmingham Bloomfield Credit Union (BBCU) and our members regarding the accounts and services we offer. In this Agreement the words "we," "us," and "our" refer to BBCU. The words "you" and "your" mean any member of BBCU.

Your account plan(s) and the characteristics of your ownership rights are specified on your Membership Agreement. Your signature(s) on the Membership Application / Agreement guarantees your agreement, each jointly and severally, to the terms and conditions stated in this Membership and Account Agreement, the Membership Application, the Truth-in-Savings Disclosure, the Fee Schedule, the Rate Schedule, and any Account receipt included with this Agreement, the BBCU Bylaws, Policies and Procedures and any changes made periodically to these terms and conditions, which collectively dictate your Membership and Accounts.

- 1. Membership Eligibility.** To become a member of BBCU, you must satisfy the membership requirements, including the opening and maintenance of at least one (1) regular share account as set forth in the BBCU Bylaws. You authorize us to verify your membership qualifications or any other products or services you apply for by reviewing your account, credit and employment history and by obtaining information from third parties, including, but not limited to, credit-reporting companies.
- 2. Taxpayer Identification Numbers and Backup Withholding.** If you cannot furnish your taxpayer identification number (TIN) to us, we may not permit you to open an account until you can provide us with it. Incorrect TINs may cause backup withholding. Backup withholding on your account requires us to deduct a percentage of your dividends, interest and certain other payments and remit such amount to the Internal Revenue Service (IRS).
- 3. Individual Accounts.** An account with only one owner is defined as an Individual Account. An owner is an individual that is eligible for membership. If the account owner dies, the ownership of the account passes to the descendant's estate, Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other terms of this Membership and Account Agreement, and applicable law relating to the processing of payments, transfers and withdrawal requests of an owner, or owner's agent, before we are notified of an owner's death.
- 4. Multiple Party or Joint Accounts.** Two or more people or entities jointly owning an account is considered a joint account and creates a "joint tenancy with rights of survivorship." Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968, as amended, being MCLA 490.51, and commonly known as the Credit Union Multiple-Party Accounts Act.
 - a. Control of Multiple Party or Joint Accounts.** Any owner is allowed and deemed to have the authority to act on behalf of any other account owner(s) with respect to any and all account transactions. Each owner guarantees the signature of any other owner(s). Each owner appoints the other owner to be his/her irrevocable attorney. An owner does not need permission from the other owner(s) in order to withdraw funds, request a stop payment on items or authorize a transfer of all, or any part, of the shares. We are not obligated to inform any owner(s) about any transaction, except as required by law. We require signatures from all owners authorizing any ownership changes of the account. If we are informed, in writing, of a disagreement between account owners, or if there is a conflict in directions, between owners, on how to handle an account, we may place a hold on all funds in the account or close the account, or require a court order or written permission from all owners before taking any action with respect to the account.
 - b. Multiple Party or Joint Account Liability.** If a deposited item in a multiple party account is returned due to insufficient funds, the account is overdrawn or final payment is not made on a transaction, the owners, jointly and severally, are responsible for reimbursing us the amount of the returned item, overdraft or unpaid item and any fees that may be assessed, no matter who approved or initiated the transaction. We may exercise our rights against any account of any owner and any funds in the multiple party or joint account to obtain reimbursement from any account owner indebted to us, regardless of who contributed such funds to the account.
 - c. Rights of Survivorship.** When one owner of a multiple party account dies, all rights and available funds in the account fall to the remaining account owner(s), unless otherwise authorized on the Membership Agreement. If a surviving owner does exist, the last deceased owner's interest will go to his or her estate. If a surviving owner does not exist, his or her share of the account is subject to any financial obligations, security interest or pledge authorized by the descendant, even if the surviving owner did not agree to it.
- 5. Accounts for Minors.** Any account opened with a minor designated as the primary owner, shall be treated as if the minor is of full age of majority under the bylaws of BBCU. Any joint owner shall be jointly and severally liable to us for any returned item, overdraft or unpaid transaction on the minor's account. Transactions may be handled and dividends paid with approval from the co-owner of legal age. A parent or guardian is not permitted access to the minor's account unless he or she is the joint owner on the account. We are not obligated to question the use or purpose of any transaction. We will not change the account status placed on any restrictions when the minor reaches the age of majority unless authorized in writing by all account owners.
- 6. Representative Payee/Custodian Accounts.** This account is opened for the benefit of a minor or an adult (to be named as the beneficiary) who is not capable of managing their financial affairs. The structure and payees are determined by the Social Security Administration. This account may be opened by use of documentation from the Social Security Administration directing the payee (administrator of the funds or custodian) to open an account. This account is owned by the beneficiary, and the beneficiary has no access to the funds. The account is opened by the custodian who has authority to handle all transactions involving the account and the authority to close the account. The custodian may be required to sign a separate affidavit and indemnity agreement regarding the validity of the instrument relied on to open the account. We have no duty to inquire about the use or purpose of any transaction made by the custodian.
- 7. Uniform Transfers to Minors Account.** A Uniform Transfers to Minor Account (UTMA) is set up by a member, who shall be recognized as the custodian of the account, who deposits funds into the account as a gift to a minor. The minor is the recipient of the custodial funds in the account. The custodian holds proprietary rights and control of the account for the sole privilege and advantage of the minor and until the minor reaches the age of majority. The custodian is the only party authorized to contribute or withdraw funds or close the account, unless otherwise ordered by the court. We are not required to question the use or purpose of any transaction. We may delay any withdrawals from the account if the custodian dies until we have been instructed by any person permitted by law to withdraw funds, or a court orders us to make a withdrawal.
- 8. Payable on Death Account.** A payable on Death (POD) account is established in order to designate any surviving POD beneficiary/payee of a single



or multiple party account, excluding IRA accounts. If more than one POD or beneficiary/payee is named the ownership of account benefits passes to all such beneficiary/payees, without rights of survivorship. Designations of beneficiaries/payees for Individual Retirement Accounts (IRAs) and Health Savings Accounts (HSAs) are separate from and does not apply to POD designations. We are not required to inform the beneficiary/payee of the establishment of any such account or his or her vesting interest in any account, unless required by law. If no person designated as a POD beneficiary/payee is living at the time of the death of the last surviving owner, the account shall be considered part of the owner's estate.

9. Guardianships (Minors). This account is opened for the benefit of a person who is a minor. You are certifying that the Taxpayer Identification Number for this account is the social security number of the minor. The credit union will not permit the withdrawal of any funds from this account without a certified copy of an order from the appropriate probate court authorizing such withdrawal. Once the minor reaches the age of majority, the credit union will not allow the guardian or the minor access to the account without a certified order of the appropriate probate court discharging the guardian and providing for disbursement of the funds.

10. Guardianships (Non-minors). This account is opened pursuant to you obtaining certified Letters of Guardianship from the appropriate probate court. You are certifying that the Taxpayer Identification Number on this account is the individual's social security number who is subject to this guardianship. You hereby covenant and agree to hold the credit union harmless from any liability for withdrawals from this account. The guardian of an incapacitated person may exercise only those rights that have been removed from the ward and delegated to the guardian by the court. Before this type of account is opened, the guardian must deliver to the credit union a copy of the court's declaration of the guardian's attorney to transact credit union business on behalf of the ward.

11. Estate Accounts. In establishing an Estate Account you are certifying to the to the credit union that you're the Personal Representative of the account owner's estate and that you have provided the credit union with Letters of Administration from the appropriate probate court. You are certifying that the Taxpayer Identification Number on this application is the Taxpayer Identification Number that the Internal Revenue Service has issued to the decedent's estate.

You hereby covenant and agree to notify the credit union immediately if the appropriate probate court removes you as the Personal Representative and you will be denied access to this account if the credit union received documentation that you have been removed as Personal Representative of the Estate. You hereby covenant and agree to hold the credit union harmless from any liability if the credit union denies you access to this account in good faith based upon receiving evidence that you have been removed as the Personal Representative or received direction from the appropriate probate court to deny you access to this account.

12. Trust Accounts. Any trust beneficiary designation shall not apply to IRA accounts which shall be covered by a separate beneficiary designation. The credit union shall at no time have any obligation to notify any beneficiary of the existence of any account or the besting of the beneficiary(ies) interest in any account except as otherwise provided by law. Credit union regulations with respect to share insurance of member share accounts are affected by the terms of Trust Agreement, the nature of the revocable trust, and in some cases, the family relationship of the beneficiary(ies). Please consult your legal advisor with respect to these issues. By opening the account, you are deemed to acknowledge the application of these regulations.

a. Informal Trust Account. An informal trust account designation is an instruction to the credit union that a designated account is a trust account payable to an owner (Trustee) during their lifetime, and upon the death of the account owner, payable to the single named and surviving trust beneficiary designation on the Membership Application.

b. Revocable Formal Trust Account. A formal trust account designation is an instruction to the credit union to establish an account in response to a written trust agreement, generally drafted by an attorney. Such an account will be established upon the proper completion of the Application for Membership and Account Agreement for Revocable Trusts which will designate all parties to the trust and bind all such parties to the terms of this Agreement.

THE CREDIT UNION HAS NO RESPONSIBILITY TO INQUIRE AS TO THE ACTUAL TERMS OF THE TRUST AND SHALL BE HELD HARMLESS FOR ANY ACTIONS TAKEN IN RELIANCE OF THE INFORMATION AS PROVIDED ON THE ENROLLMENT FORM.

THE CREDIT UNION IS NOT REQUIRED TO KNOW, UNDERSTAND, INTERPRET OR ENFORCE THE TERMS OF THE TRUST AGREEMENT BUT HAS THE RIGHT TO REQUEST THE NECESSARY LEGAL DOCUMENTS BEFORE RELEASING FUNDS FROM THE ACCOUNT(S). TRUST ACCOUNT FUNDS MAY BE RETAINED OR PROVIDED TO THE PROPER AUTHORITIES IN AN INTERPLEADER ACTION UNTIL SUCH DOCUMENTS ARE DELIVERED TO THE CREDIT UNION OR THE ISSUE IS RESOLVED AS A MATTER OF LAW.

The credit union cannot and is under no obligation to set as a trustee or to inquire as to the powers or duties of the trustee(s). Grantor(s) and trustee(s) agree to notify the credit union in writing if a change of trustee(s) occurs. The credit union may withhold payment of funds to any party until proper evidence of authority is provided. Funds may be released to any one trustee acting alone or as a co-trustee. The credit union may rely upon the direction of any one trustee until a written notice of revocation form is received. The grantor(s), trust, trustee(s), and beneficiary(ies) agree to fully indemnify and hold the credit union harmless of any claim damage of loss arising as a result of unauthorized acts of any trustee or former trustee. The Application for Membership and Account Agreement for Revocable Trusts shall be binding on the grantor(s), trustee(s), trust, successor trustee(s), and the beneficiary(ies).

You, the individual(s) signed on the Membership Application for Revocable Trusts as grantor(s) and trustee(s), request Birmingham Bloomfield Credit Union ("credit union") to establish one or more accounts as indicated, for the trust and agree that the account(s) shall be subject to the bylaws, regulations, policies, and other rules and practices of the credit union now in effect or as amended, and agree that the trustee(s) and the account(s) shall be subject to all fees and charges that may be assessed from time to time for use of the account(s).

The trust funds to be deposited in the credit union are part of the trust specified on the applicable Membership Application for Revocable Trusts executed by the grantor(s) and executed by the trustee(s) as indicated on the same form(s). The credit union is authorized to release the funds in the account(s) established pursuant to the Membership Application for Revocable Trusts with the credit union upon the signature of any one of the trustees signing this application and any payment to any one of the trustees or to a successor trustee(s) or at the direction of any one of the trustees shall be valid and shall discharge the credit union from any liability for the sum(s) paid.



The grantor(s) and trustee(s) agree to provide a complete, accurate, and true copy of the Membership Application for Revocable Trusts to the credit union. The grantor(s) and trustee(s) represent that the Membership Application for Revocable Trusts imposes no responsibility or obligation on the credit union other than a depository for the trust funds. The grantor(s) and trustee(s) agree that the credit union shall be notified if there are any changes in the grantor(s), trustee(s), beneficiary(ies) or terms of the trust and will provide evidence of the changes. Any change, which does not require closing the account shall be effective as to the credit union only after it is received in writing by the credit union. The trustee(s) agrees that the credit union shall be notified of any (a) change to in address of any trustee(s) disclosed in the Membership Application for Revocable Trusts; and (b) changes or amendments of the governing trust instrument which would conflict with or otherwise affect the validity of any statement or representation contained in the Membership Application for Revocable Trusts. Any such change or amendment shall be effective as to the credit union only after a new Membership Application for Revocable Trusts has been completed and (c) a change to the grantor(s) or trustee(s). The credit union may require that any or all disbursements shall be made payable to any one or more if the trustees or to the trust.

Each trustee whose signature appears on the Membership Application for Revocable Trusts declares under penalty of perjury that the trustee(s) is qualified and has the power to act and is properly exercising the powers under the trust pursuant to the Enrollment Form and the trustee(s) has the power to establish and transact on accounts on behalf of the trust. The credit union shall not be held responsible for any changes of which it is not notified as set forth.

The grantor(s) and/or the trustee(s) and/or trust and/or the beneficiary(ies) hereby agree to fully indemnify and hold the credit union harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees and against any and all liability, loss, and damage of any nature whatsoever that the credit union shall or may sustain resulting from the establishment maintenance and transaction of any business related to the trust account(s) established pursuant to the Membership Application for Revocable Trusts. The trustee(s) agrees to pay any necessary expenses, attorneys' fees or costs incurred in the enforcement of the incrimination and hold the credit union harmless.

c. Successor Trustee. Before any successor trustee(s) may transact any business on this account, the successor trustee(s) shall (a) provide the credit union with either (i) a letter of resignation signed by the resigning trustee(s) or (ii) a certified copy of the death certificate(s) for the trustee(s) or trustee(s) affidavit; or (iii) execute a new Membership Application for Revocable Trusts. The items of the application shall supplement the terms of other account agreements entered onto by the trustee(s).

The Membership Application for Revocable Trusts affects the legal rights of the trustee(s). In providing the application for the establishment of this account, the credit union makes no representation as to any tax, probate avoidance, or financial or estate planning advantage, benefit or result of any kind whatsoever. If the grantor(s) or trustee(s) desires assistance or advice concerning the application the services of an attorney or other competent professional person should be sought.

13. Business Accounts. BBCU offers accounts for other entities such as organizations, associations, sole proprietorships, corporations, limited liability companies, and partnerships that qualify for membership. Business Accounts will only be opened by the credit union if any documentation we may request, and that is subsequently presented by you to the credit union, is in a manner acceptable to our policies. The ownership status and titling of the account is determined by the legal structure of the business establishing such account and will fall into one of the following categories. It is your responsibility to determine and understand any legal effects related to this type of Account.

a. Sole Proprietorship Accounts - A sole proprietorship is a business in which one person owns all the assets, owes all the liabilities, and operates in their own personal capacity.

b. Partnership Accounts - A partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.

c. Limited Partnership Accounts - A limited partnership exists if the partnership consists of one or more persons who control the business and are personally liable for the partnership's debts (*general partners*), and one or more persons who contribute capital and share profits but who cannot manage that business and are liable only for the amount of their contribution (*limited partners*).

d. Limited Liability Partnership (LLP) Accounts - A limited liability partnership exists when a partner is not liable for a negligent act committed by another partner or by an employee not under the partner's supervision.

e. Limited Liability Company (LLC) Accounts - A limited liability company is a company statutorily authorized in certain states – that is characterized by limited liability, management by members or managers, and limitation on ownership transfers.

f. Corporation Accounts - A corporation is an entity (usually a business) having authority under the law to act independently and distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.

g. Nonprofit Corporation Accounts - A non-profit corporation is a corporation that does not issue shares of stock as evidence of ownership but instead is owned by its members in accordance with a charter or agreement.

h. Unincorporated Nonprofit Association Accounts – An unincorporated non-profit association is a gathering of people for a common purpose that is not a legal entity separate from the persons who compose it.

PAYMENT OF ACCOUNTS: Except payees named on any check or other item drawn on the business account, such account may only be paid to you and not any director, shareholder, partner or authorized signer as may be applicable.

SOLE PROPRIETORSHIP ACCOUNTS: If your account is established as a sole proprietorship account, you warrant that you are the sole owner of your business and understand that such accounts will only be opened by BBCU if the documentation presented by you to the credit union is in a manner acceptable to our underwriting policies. It is your responsibility to determine and understand any legal effects related to this type of account. If you are doing business under an assumed name, you represent that you have properly filed all required paperwork as set out in the laws for the state in which you are organized to do business. You shall take all action necessary so that in the event of your death, your estate shall release and indemnify the credit union for any payment made at the direction of an authorized signer of your account provided the credit union has not received actual notice of your death prior to such payment being made.

ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS: If your account is established as an organizational, partnership or corporate account you will supply BBCU with a separate authorization informing us of the authorized signers for the account and provide any other related documents if we request you to do so. We may require that all partners, owners or organizational members be individually eligible for membership.



AUTHORIZED SIGNERS: If you establish your account with authorized signers, or you subsequently appoint any authorized signers, you understand and agree that the credit union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions you have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to us. It is your responsibility to determine any legal effects related to you appointing any authorized signers on your account.

UNLAWFUL INTERNET GAMBLING: The Unlawful Internet Gambling Act of 2006 prohibits Birmingham Bloomfield Credit Union from processing restricted transactions through your business account. Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Dept of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act. As defined in Regulation GG, unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made". As a member of BBCU, these restricted transactions are prohibited from being processed through your account or banking relationship with us. 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.

14. Designation of an Account Agent / POA. An instruction given to BBCU by an account owner that permits another person to transact business on specified accounts is a designation of an account agent/POA. A designation does not give the agent/POA any ownership rights in an account or voting privileges with BBCU. We are not required to question the use or purpose of any transaction the agent/POA makes. We have the right to seek legal counsel to verify the legality of any agent/POA and such may take up to two (2) business days to verify legality.

15. Requirements for Depositing Funds. You may deposit funds into any account using any approved method consistent with the conditions set forth by BBCU Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at Automated Teller Machines (ATMs) are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. Transfers, checks, drafts and other items may be received for deposits into any of your accounts if they are payable to, or to the order of, one or more account owner(s), even if all payees fail to endorse them. If we choose, we may furnish missing endorsements of any owner. If a check, draft, or item that is payable to two or more owners is unclear as to whether it is made out to either or both, we may process that check, draft, or item as though it is payable to either person. When you deposit items into your account you warrant that all prior endorsements are genuine. BBCU reserves the right to verify all endorsements on third party checks presented for payment or deposit either in person or by comparison with member account agreements. If an insurance check, a government check, or other check or draft specifies endorsement requirements on the back of the check or draft, we may require exact endorsement as stated on the item. We require that endorsements be made on the back of the share draft or check within 1 inch from the upper edge, but we may choose to receive items that have been endorsed outside of that space. However, you are liable for any loss we incur from any delay or processing error due to an incorrect endorsement or other marks made by you or any previous endorser. BBCU may disregard information on the check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree that BBCU does not fail to use ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

b. Collection of Items. So long as we exercised reasonable care, we are not accountable for handling items for deposit or collection, as we serve only as your agent. We do not claim responsibility for a deposit made by mail or at an Automated Teller Machine (ATM) until the item is in our possession. We are not accountable for any mishandling of any item by another party or its loss in transit. Each separate party will only be accountable for its own negligence. We reserve the right to send any item for collection. Items drawn on an institution not located in the United States are exclusively processed on a collection basis. You forgo the right to any notice of nonpayment, presentment, protest, or dishonor regarding the items we buy or acquire for credit or collection to your account.

c. Final Payment. Until we collect final payment, all items or Automatic Clearing House (ACH) transfers posted to your account are provisional. We may charge your account the total amount of such items or ACH transfers and assess a returned item fee to your account, as stated in the Fee Schedule, if final payment is not received. Any collection charges we incur may be charged to your account. We reserve the right to reject or return any item or funds transfer or to close your account.

d. Direct Deposits. We may accept direct deposits (e.g., payroll checks, Social Security or retirement checks or other government checks) or preapproved transfers from other accounts. You must approve each direct deposit or automatic transfer beforehand by completing a form provided by us or the organization from which you receive the payment. A separate form must be completed for each direct deposit or automatic transfer. To cancel or modify a direct deposit or automatic transfer, you must notify the organization from which the payment is originated. If applicable, you must notify BBCU at least thirty (30) days prior to any direct deposit or pre-approved transfer if you wish to cancel or change the direct deposit or transfer. If you file bankruptcy, all direct deposits that you have authorized will remain unchanged unless you cancel them. If it becomes mandatory that we reimburse the U.S. Government for any payment made directly to your account, we may take the amount to be remunerated from any of your accounts, unless restricted by law.

e. Crediting of Deposits. Refer to our Funds Availability Policy Disclosure and Truth-in-Savings Disclosure for information regarding the crediting and availability of deposits.

16. Account Access.

a. Authorized Signature. Your signature on the Membership Agreement permits you to access your account. We will not be responsible for refusing to accept any item or direction if we think it does not contain an authentic signature. You agree to the use of a facsimile of your signature, and that we may accept any draft with a facsimile signature that appears to match your signature on the Membership and Account Application even if an unauthorized person made it. If you give your account information to a third party, you allow us to perform transactions originated by that person, even if you do not authorize a specific transaction.

b. Access Methods. You may withdraw or transfer funds from your account(s) by any method we offer e.g., at an ATM, ATM/Debit Card point of sale transaction, check, in person, by mail, electronic bill pay, It'sMe247 online banking, or by CU*Talk, as applicable. We may refuse to honor any draft drawn on a form we do not supply, and you are liable for any loss we incur handling such an item. We have the right to examine and authorize any form



of power of attorney, and we may limit account withdrawals or transfers. We are not required to recognize any power of attorney. If any of your accounts become delinquent or overdrawn, we may restrict use of any and all access methods until such accounts are brought current.

c. ACH and Wire Transfers. Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the credit union is located. You may receive debits or credits to your account through Automated Clearinghouse (ACH) or send and receive wire transfers. We are not obligated to inform you at the time funds are received through an ACH or wire transfer; however, the transfer will be listed on your periodic statement. We may provisionally credit your account for an ACH payment before we receive final payment. We may reserve the provisional credit, or you will reimburse us for the amount credited to your account, if we do not receive final payment. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. When you order a wire transfer, you may specify either the recipient or any financial institution by name, and account number or identifying number. BBCU, and other financial institutions, may accept the account number or identifying number as the true identification of the recipient, even if the name and financial institution do not agree with the information you provide us. Your signature may be required to complete a wire transfer from your account. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and, if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the National Automated Clearinghouse Association and applicable local ACH rules.

d. Transactions by Mail. Except as otherwise provided in this Agreement BBCU may permit you to make deposits, transfer, and withdrawals by mail. Transfers and withdrawals by mail will require a signed request by you. Such transactions will be posted to your account as of the day the transaction is processed at BBCU.

e. Credit Union Examination. We may disregard information on any check or draft 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.

17. Account Rates and Fees. We pay dividends and charge fees against your account as stated in our Rate and Fee Schedules. We may revise the Rate and Fee Schedules at any time, and we will inform you of those changes as provided by law. You hereby agree that BBCU may impose fees and charges for the deposit account services provided to you and you agree to pay all such fees. You hereby acknowledge receipt of the current Rate and Fee Schedules, which has been provided to you separately.

18. Share Certificates. Any Share Certificate we offer is bound by the terms of this Membership and Account Agreement, the Truth-in-Savings Disclosure, and the Rate and Fee Schedules for each account, the details of which are incorporated herein by reference.

19. Transaction Limitations.

a. Withdrawal Limitations. We allow withdrawals only if your account has adequate, available funds to cover the entire amount of the withdrawal, or if you have set up an overdraft protection account. As stated in our Fee Schedule, drafts, other transfers or payment orders drawn against insufficient funds may be subject to fees. If there are adequate funds to cover some, but not all, of your withdrawals, we may clear those withdrawals for which there are enough funds in any order at our discretion. All of your accounts are subject to BBCU's right to require advance notice of any withdrawal as provided in this agreement. 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 the 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; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure. We reserve the right to reject or return any transfer that surpasses these limitations and may charge fees, as stated in the Fee Schedule, and place a hold on or terminate your account.

20. Member's Responsibility for Checking Accounts. You must keep your checking records up-to-date so that you are aware of what funds you have in your checking account at all times. You must not write checks that exceed the amount in your checking account unless the amount is available via the optional overdraft protection. By following a very simple procedure, the checking account should be reconciled each month. A reconciliation form is provided on the back of each statement for your convenience. If necessary, the credit union will assist you in balancing your account at the rate stated in the Fee Schedule. Questions on specific items should be directed to the member service department.

21. Overdrafts.

a. Overdraft Liability. Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. If on any day, you do not have adequate funds in your checking account to cover checks, fees or other items drawn on your account including but not limited to drafts, ACH debits, pre-authorized debits, ATM or POS transactions, (due to nonsufficient funds, uncollected funds, or postdating), we will process those amounts according to our overdraft procedures or an overdraft line-of-credit account that you have set up. We may ascertain that an account lacks sufficient funds to cover an item anytime we attempt to process the item. Only one review of the account balance is required during that time. We are not required to inform you if your checking account lacks sufficient funds to cover an item. Regardless of whether we pay the item or reject it, you agree to pay any fee we may assess to your account as stated in the Fee Schedule. Except as noted in written agreement, we, by paying one or any overdraft, do not consent to honor overdrafts in the future and may cease paying overdrafts at any time, without notice. If we cover a check or charge a fee that would overdraw your account, you promise to repay the overdrawn amount to us immediately. We have the right to seek collection of earlier dishonored items not covered, at any time, including granting a payer bank additional time past any deadline.

b. Automatic Transfer Overdraft Protection. Advances from your line-of-credit, up to your approved limit, and/or transfers from your share account(s) will be made and deposited to your checking account. If there are not sufficient funds available in your checking account and your designated overdraft



account(s), your checks may be returned marked "Non-Sufficient Funds" or covered under our Discretionary Pay service as set forth below. An automatic transfer to your checking account can be established in the event you do not have sufficient funds to cover outstanding checks, ACH transactions, or Debit Card transactions. A fee is charged for each automatic transfer from your savings account to your checking account. The credit union may mail a paper notification at the time the overdraft occurs from an account, but the transfer will be listed on your monthly statement.

c. Discretionary Pay. Discretionary Pay is a discretionary service under which we may pay checks and ACH transactions drawn on insufficient funds up to an established limit, and for which you do not have funds available in a designated overdraft account. In the event this service is set on your account and we cover such an overdraft you agree to pay us a fee for this courtesy, and to bring your account to a positive status immediately. Members must opt in to have Discretionary Pay service cover ATM/Debit card transactions. Fees for our Discretionary Pay service are stated in the Fee Schedule. This service may be terminated at any time without prior notice. You may opt out of the Discretionary Pay service by notifying the credit union at the address or phone number listed (see Section 47).

22. Postdated and Stale Dated Checks. We may honor any draft without consideration of the date. We are not required to honor any check drawn on your account, which is presented more than six (6) months beyond the date of the check.

23. Checks Presented for Payment in Person. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

24. Remotely Created Checks. For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.

25. Returned Deposits. You are responsible for all checks you cash or deposit into your account. If we cash a check for you, or accept it for deposit to your account, and it is returned to us unpaid, we will charge any of your accounts for the amount of the unpaid check. We may, at our option, resubmit the returned check without notifying you.

26. Checks. If you choose to use checks from a direct mail company or other source you will be liable for charges or damages resulting from check not reading properly on automated equipment, or being imprinted with the wrong information. If you have a problem with checks you do not receive from our check printing vendor, or us it will be your responsibility to resolve such problems and not BBCU. Checks may be purchased from us or our vendor for a fee. Original checks are stored electronically for a term defined by regulatory requirements. Copies of such checks are available for a fee. Most cancelled checks are available on It'sMe247 online banking depending on the clearing process. There is no charge for accessing cancelled checks through It'sMe247 online banking.

27. Stop Payment Requests.

a. Stop Payment Requests. You may ask us to stop payment on any check that is drawn on your account. To be effective you must provide the account number, check number, and the exact amount of the check. The stop payment will be instituted only if BBCU receives the request in time to implement the order. You acknowledge that accurate information is required in BBCU's computer to distinguish the check. We are not liable for failing to stop payment on a check if you provide inaccurate or incomplete information to us. If we re-credit your account after honoring a check over a legitimate and timely stop payment request, you promise to sign a statement detailing the disagreement with the payee, to assign to us all of your rights against the payee or other holders of the check and to aid us in any legal proceedings.

b. Duration of Order. A check stop payment request may be placed orally, but must be followed up in writing within 10 days of the request. You may place a stop payment on a preauthorized item by providing the information to the Credit Union either orally or in writing three days prior to the scheduled date of the transfer. The order will remain in effect until the item is presented; in the case of multiple debits it will remain in effect until all the items have been presented.

c. Liability. Fees for stop payment requests are stated in the Fee Schedule. Requests for stop payments on cashier's checks, BBCU checks, or any check or payment guaranteed by us are not permitted. Although a stop payment request has been honored, you may continue to be obligated to pay any holder of the item, including BBCU. You agree to indemnify and hold BBCU harmless from all costs, including attorney's fees, damages or claims due to our stopping payment of an item, including claims of any multiple party account owner, payee or endorser in failing to stop payment on an item as consequence of inaccurate information provided by you.

28. BBCU Liability. We will be responsible for your losses or damages, up to the amount of a transaction, if we fail to execute a transaction properly by the use of ordinary care, unless otherwise provided by law. We will not be liable if: (1) your account lacks adequate funds for the transaction; (2) situations, of which we have no control, prevent us from completing the transaction; (3) you or another financial institution's negligence causes the loss; or (4) your account is subject to legal proceedings or other claim. We are not responsible for consequential damages, except liability for wrongly rejecting payment of items. 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 Account Agreement. Any conflict between oral representations made by you or BBCU employees and any written form will be resolved by reference to this Agreement and applicable written form. We will be deemed to have exercised ordinary care if our actions or non-actions follow applicable state or federal law, Federal Reserve regulations and operating letters, clearinghouse rules and general banking practices. Ordinary care shall also be measured by the standard of the reasonableness of policies and procedures established for the transaction involved, and mere clerical error, computer malfunction, inadvertence, or oversight without malice or an honest mistake of judgment shall not be or constitute as to any transactions, a failure to perform such obligations or a failure to exercise ordinary care, and in no case shall be deemed wrongful.

29. Lien and Offset. You may not withdraw funds that are pledged as required on security on loans without the written approval of a loan officer, except to the extent that such funds exceed your total primary and contingent liability to BBCU. If you are indebted to us as a borrower, guarantor, endorser or otherwise, we have a lien on funds in any account (except IRAs/HSAs) in which you are a primary or joint owner, despite the source of those funds,



unless restricted by law. We may access those funds in order to pay off the remaining amount you owe us including any costs or attorney's fees incurred by BBCU in enforcing its rights. If we do not enforce our lien, we do not waive our right to enforce our lien at a later date. Furthermore, you agree that BBCU has security interest in all funds in your account regardless of their source, and we may access your account funds to repay any debt or amount now, or in the future, owed to BBCU, including costs or attorney's fees incurred by BBCU in enforcing its rights, except for debts secured by your primary residence, unless restricted by law. All accounts are non-assignable and non-transferable to third parties. You agree to hold us harmless from any claim arising as a result of our exercise of our right to set off.

30. Legal Proceedings. If legal proceedings are brought against your account, we may pay funds as ordered by the court or withhold payments until the disagreement is settled. We may charge against your account any expenses or legal fees we incur in connection with such legal proceedings, unless restricted by applicable law. Any legal process brought against your account is subject to our lien and security interest.

31. Account Information. If you request, we will provide you with the name and address of each company from which we receive a credit report concerning your account. We agree not to give any account information to third parties, except for those situations described in our Privacy Notice and Disclosure. Refer to the BBCU Privacy Notice for detailed descriptions of our policy and procedures regarding your personal information.

32. Notices.

a. Name and Address Change. You are required to notify us when you have a name or address change. BBCU is only obligated to try to correspond with you at the most current address we have on file for your account. Changes may be accepted in person, by fax, or in the U.S. Mail. We require an address or name change to be in writing and include your signature. If we attempt to locate you, we may impose a fee as set forth in the Fee Schedule.

b. Notice of Amendments. We may revise any of the terms of this Membership and Account Agreement at any time, unless restricted by applicable law. You will be informed, as may be required by law, of any revisions to account conditions, rates and fees. We may waive any conditions in this Agreement, but by doing so, we are not prohibited from enforcing such terms in the future.

c. Effect of Notice. Any written notification you provide to us is not valid until we receive it. A written notice from us to you is valid when it is placed in the U.S. Mail, with postage paid and addressed to you at the most current address we have on file for your account. On joint or multiple party accounts, notification is sent to any account owner is recognized as notification to all owners.

33. Account Statements.

a. Contents. We will provide you with a periodic statement detailing all transactions and activity posted to your account within the statement period, as provided by law. You may elect to receive your periodic statement electronically. We will send you an email notice informing you that your e-statement is ready to view. For joint or multiple party accounts, we are only obligated to send one statement. For checking accounts, you acknowledge that we assume ownership of your original check as soon as the item has been paid, and we will not return the check to you. However, you may request copies of a check at any time. A fee may be assessed for check copies as stated in the Fee Schedule. Additional statements may be requested from BBCU, and a fee may be charged for additional statements as stated in the Fee Schedule.

b. Account Owner Inspection. It is your responsibility to inspect each statement and inform us of any discrepancies between your records and the statement. You are in the best position to detect any unauthorized signature. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within sixty (60) days of the mailing date of the earliest statement containing those items. We are not liable for any forged or altered items such that the fraud or alteration could not be detected by a reasonable financial institution.

c. Notice to BBCU. Your obligation to review your statement and inform us of any discrepancies, in a timely manner, is not changed because we retain your check. We will assume all information contained in your statement is accurate, unless you inform us of any discrepancies within the time limit set forth in the above paragraph. You are obligated to notify us when you have not received a statement within fourteen (14) days of when you usually receive it.

34. Dormant / Inactive Accounts. We will consider an account to be dormant if there are no deposits or withdrawals for a period of twelve (12) months. Exceptions are loan accounts, certificates and IRAs/HSAs. When an account is dormant for twelve months we will charge a monthly dormant account fee as stated in the Fee Schedule, unless restricted by law. The fee will be charged until the account becomes active or there are no funds available to pay the fee. You authorize us to transfer funds from other accounts of yours to cover any service fees we may impose upon the account deemed dormant. The extent allowed by law, we reserve the right to transfer account funds to an account payable and suspend and further account statements. If a deposit or withdrawal has not been posted to your account for thirty-six (36) consecutive months, and we have not had any other contact with you, we will consider your account abandoned. We will report and disburse the funds from an abandoned account in agreement with Michigan law. Dormant accounts receive quarterly account statements.

35. Special Account Instructions. You may establish accounts for a specific trust, will or court-ordered guardianship or conservatorship. However, we are not authorized to advise you as to the legalities of establishing any such accounts and therefore cannot counsel you as to which account arrangement most appropriately meets your specific requirements. You, any surviving beneficiary or owner agree(s) to indemnify and hold the credit union harmless from any claim or liability asserted against BBCU as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. We may decline to abide by your directions, insist that you indemnify us or request that you post a bond or alternative protection, if such directions make us susceptible to claims, lawsuits, expenses, liabilities, or damages, either directly or indirectly. Any account changes you wish to make must be specified on an Account Change Form, including adding or terminating an account or service and must include signatures of all account owners.

36. Federal Deposit Insurance. Your savings in BBCU are federally insured to at least \$250,000 by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration, an agency of the U.S. Government.

37. Termination of Account. We may close your account at any time without informing you or may order you to close your account and open a new account if: (1) you wish to change account owners or approved signers; (2) we have been informed of fraud or forgery perpetrated against your account; (3) there is a disagreement as to who owns the account or the funds in the account; (4) any checks are lost or stolen; (5) if there is an excessive amount



of unhonored items that are not included under an overdraft protection account; (6) any information has been falsified or there has been any other misuse of your account; (7) we objectively conclude that the account will cause a loss to us; or (8) you do not maintain one (1) regular share account as set forth in the BBCU bylaws. We are not required to honor any check, withdrawal or other item following the closure of your account. However, you are required to reimburse us if we choose to honor an item after your account has been closed.

38. Termination of Membership. Your signature is required if you wish to voluntarily terminate your membership. BBCU 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.

39. Death of an Account Owner. You irrevocably waive the right to make testamentary disposition of any account with the credit union now or in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of the Agreement. Upon the death of an account owner, funds in the account shall be payable to multiple party account owners or any POD beneficiaries in accordance with this Agreement and Michigan law. We may honor checks or accept payments or transfers drawn by you until ten (10) days after we learn of your death. We require any person claiming an interest in the deceased member's accounts to provide us proof of their right to the account and may require that person to indemnify us from any losses incurred as a result of honoring that claim. The conditions of this Membership and Account Agreement shall be binding upon any heirs, personal representatives, and successors of any account owner after his or her death.

40. Severability. If a court refuses to recognize any segment of this Membership and Account Agreement as a valid or enforceable, the remainder of this Agreement and other BBCU disclosures shall remain valid and enforceable and will be in complete effect.

41. Enforcement. If you fail to abide by the terms, provisions and conditions set forth in this Membership and Account Agreement, you are responsible to us for any loss, cost or expense we incur resulting from your lack of compliance. To recoup any such loss, cost or expense, you authorize us to deduct such amounts from funds in your account, without prior notice to you. If we begin legal proceedings to collect any amount owed to us or to enforce this Agreement, we shall be entitled to recover reasonable attorney's fees, costs and expenses, including fees incurred in connection with any appeal, bankruptcy, proceedings, and post-judgment collection action. Such fees, costs and expenses are considered a debt owed to the credit union and subject to the right of offset as set forth in Section 29.

42. Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorney's fees.

43. Agreement. The Agreement shall be effective as of the revision date of this Agreement, and, except as otherwise expressly provided in this agreement governs all of your deposit accounts with us. By signing the Membership Agreement, making deposits and withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

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

45. Governing Law. This Membership and Account Agreement shall be governed and construed under BBCU's Bylaws, applicable federal laws and regulations, the laws of the State of Michigan and local clearinghouse rules, as modified or amended from time to time. You consent and agree that any legal proceedings relating to this Agreement shall be brought in Oakland County, Michigan, unless prohibited by applicable law.

46. Negative Information Notice. We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

47. Contact Credit Union.

Birmingham Bloomfield Credit Union
576 E. Lincoln Avenue
Birmingham, MI 48009
248-647-5958
www.BBCU.org

Your savings are federally insured to at least \$250,000 by the NCUA and backed by the full faith and credit of the United States Government.

Revised 07/14

*Birmingham
Bloomfield*

Credit Union

