



## **Account Agreements and Disclosures**

**Membership and Account Agreement**

**Electronic Funds Transfer and Payment Services Agreement and Disclosure**

**Electronic Correspondence Disclosure and Agreement**

**Truth in Savings and Funds Availability Disclosure**

**Visa Debit Card Agreement**

**Schedule of Service Charges**

**Privacy Policy**

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## **MEMBERSHIP AND ACCOUNT AGREEMENT**

This Membership and Account Agreement outlines the privileges and liabilities of AlumniFi, a trade name of Michigan State University Federal Credit Union ("Credit Union"), and you regarding the accounts and services we offer. Within this document, the words "we," "us," and "our" refer to the Credit Union. The words "you" and "your" refer to you as an AlumniFi account owner.

This Membership and Account Agreement is part of the Account Agreements and Disclosures you received through the process of opening your account. Unless otherwise stated within this paragraph, your electronic signature(s) on your account application indicates your agreement, jointly and individually, to the terms and conditions stated in the Account Agreement and Disclosures (which consist of this Membership and Account Agreement, the Electronic Funds Transfer and Payment Services Agreement and Disclosure, the Electronic Correspondence Disclosure and Agreement, the Truth in Savings and Funds Availability Disclosure, the Schedule of Service Charges, and the Privacy Policy), the Current Dividends rate sheet, any Account Receipt included with this Membership and Account Agreement, our Bylaws, and any changes made periodically to any of these terms and conditions, which collectively dictate your membership and accounts.

**This Membership and Account Agreement includes an arbitration provision and a class action waiver in the "Arbitration Agreement" section of this agreement.**

### **1. Eligibility for Membership, Products, and Services**

To become a member, you must satisfy the membership requirements including the opening and maintenance of at least one membership share in a savings account as set forth in our Bylaws. You authorize us to verify your membership qualifications and determine whether you qualify for products and services you apply for or we may offer to you by reviewing your account, credit, and employment history, and by obtaining information from third parties including, but not limited to, credit reporting companies. You further acknowledge our right to access your credit report, credit score, and other financial history for review and collection purposes related to your account(s) with us.

### **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 it. Incorrect TINs may cause backup withholding. Backup withholding on your account requires us to deduct a percentage of your dividends and certain other payments and remit such amount to the Internal Revenue Service (IRS). You may be subject to withholding if you are required to complete a W-8BEN form and have not done so, the form is incomplete, or a previously submitted W-8BEN form has expired.

### **3. Single-Party Accounts**

An account with only one owner is defined as a single-party account. If the account owner dies, the remaining funds in the account will be transferred subject to other terms of this agreement and applicable law. We may process payments, transfers, and withdrawal requests of an owner,

or owner's agent, until we are notified of an owner's death. For the purpose of this agreement, remaining funds are defined as funds left within the account after enforcement of all setoffs, security interests and pledges, and satisfaction of other financial obligations owed under the account.

#### **4. Payable on Death Accounts**

When an account beneficiary is named through any method prescribed by us, a Payable on Death (POD) Account is established in order to designate the surviving POD beneficiary(ies) of a single-party account. All POD beneficiary designations made or changed must be authorized by valid electronic signature of the account owner to be enforceable. In the event that the account owner does not provide signed authorization for any POD beneficiary designations (for example, at the time of opening an account or at the time of adding a beneficiary or changing the beneficiary designations), the account will be considered not to have an enforceable beneficiary designation and the remaining funds in the account will be paid to the deceased owner's estate. However, if we determine that the signature of any account owner is not valid or is missing, we will enforce the immediately preceding beneficiary designation, if any, authorized by valid signature of the account owner at that time.

- If more than one POD beneficiary is named, the remaining funds in the account will be paid to all such beneficiaries who survive the death of the deceased owner, divided equally among the beneficiaries who survive the death of the deceased owner. If a named beneficiary does not survive the death of the deceased owner, their share of the remaining funds in the account will be divided equally among surviving beneficiaries. In the event a minor is named beneficiary, we reserve the right to pay remaining funds in the account to persons permitted to receive such funds according to applicable state and/or federal laws, as determined by us.
- If no beneficiaries are living at the time of the death of the deceased owner, the remaining funds in the account will be paid to the deceased owner's estate.

#### **5. Designation of an Account Agent**

An instruction given to us by an account owner that permits another person to transact business on specified accounts is a designation of an account agent, which we may or may not choose to recognize, at our sole discretion. We may require signed written verification (including signature(s) through an electronic process) of any such instruction. A designation does not give the agent any ownership rights in an account or voting privileges with us. We are not required to question the use or purpose of any transaction the agent makes. You waive any claim or cause of action against us for actions taken by us or the account agent pursuant to such instruction, except in the event of gross negligence or willful misconduct by us.

#### **6. Designation of Agent by Power of Attorney**

If you name a person to act as your agent regarding your account by a Power of Attorney (POA), we are only obligated to follow such person's directions made on your behalf if:

- a) We have a copy of the fully executed Power of Attorney and any other requested supporting documentation.
- b) We approve the form of appointment and supporting documentation at our sole discretion.
- c) We determine the authority of the agent named in the POA (often referred to as an "attorney-in-fact") has not been withdrawn or limited.

d) We determine the POA complies with applicable law.

We may limit account access if, at any time, we have reason to believe the POA is not valid pursuant to applicable law. The POA does not give the agent any ownership rights in an account or voting privileges with us. We are not required to question the use or purpose of any transactions the agent makes. We reserve the right to require periodic verification that a POA is still valid and in effect on any account, and we may remove any POA designation without supporting documentation. We are not required to recognize any POA.

## **7. Requirements for Depositing Funds**

You may deposit funds into any account using any approved method consistent with the conditions set forth by us in the Truth in Savings and Funds Availability Disclosure.

### a. Endorsements

Transfers, checks, drafts, and other items may be received for deposit 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. We reserve the right, but are not required, to verify all endorsements on third-party checks presented for payment or deposit. 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 one inch of 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. We may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree that we do not fail to use ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

### b. Items Payable in a Fiduciary Capacity

Checks made payable to an individual in a fiduciary capacity must be negotiated through an account for that fiduciary role. If a check payable to an individual in a fiduciary capacity is presented for negotiation through an account that does not list that fiduciary relationship, we may deny the request and require the check to be negotiated through an account specific to that fiduciary relationship. If a check payable to you in your fiduciary role is deposited into a nonfiduciary account, you waive any and all claims and causes of action against us related to the check and related deposit, and agree to indemnify and hold us harmless against any and all claims by third parties including the payor and intended beneficiary(ies). This section also applies to checks or items payable to a probate estate or similar fiduciary account, even if a check or item does not reference a specific individual's fiduciary capacity.

### c. Collection of Items

So long as we exercise reasonable care, we are not accountable for handling items for deposit or collection, as we serve only as your agent. We do not accept deposits made by mail. We do not claim responsibility for a deposit made at an automated teller machine (ATM) until the item is in our possession. We are not accountable for any mishandling of an 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.

#### d. Final Payment

Until we collect final payment, all items or Automated Clearing House (ACH) transfers posted to your account are provisional. We may charge your account the total amount of such items or ACH transfers 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.

#### e. Direct Deposits

We may accept direct deposits (e.g. payroll, retirement, Social Security 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 us at least 30 days prior to any direct deposit or preapproved transfer if you wish to cancel or change the direct deposit or transfer. If you file for 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.

#### f. Crediting of Deposits

Refer to our Truth in Savings and Funds Availability Disclosure for information regarding the crediting and availability of deposits.

### **8. Mobile Remote Deposit Capture**

Our mobile remote deposit capture (RDC) service allows you to make eligible deposits to your accounts with us using a camera-enabled mobile device with our mobile application installed. The mobile device you use must be capable of capturing check images and information, and electronically delivering the images and associated information through our mobile application to us. The mobile device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, and such other information as required by our Account Agreements and Disclosures and applicable law.

When using our RDC service, you may experience technical or other difficulties. We are not responsible for and do not assume liability for any technical or other difficulties. We reserve the right to modify, suspend, or revoke services immediately and without any notice to you.

#### a. Eligible Items

You agree to not capture images of any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to anyone other than the owner of the account into which it is being deposited
- Checks containing any unauthorized alteration

- Checks payable jointly, unless deposited into an account jointly owned by all payees
- Checks previously converted to a substitute check, as defined in Regulation CC
- Checks drawn on a foreign bank and/or that are not payable in United States currency
- Checks that have previously been deposited by any remote capture or physical delivery
- Checks that are undated, post-dated, or are dated six months or more prior to the date of deposit
- Checks with any endorsement on the back that does not adhere to specifications stated in this agreement
- Checks that have previously been returned unpaid for any reason
- Travelers Checks
- Checks transmitted from outside the United States
- Registered government warrants
- Savings Bonds

We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or charges you may incur as a result of our chargeback of an ineligible item.

#### b. Endorsements and Procedures

You agree to restrictively endorse any item transmitted through our RDC service by either:

- Signing the back of the item with your name and the words "For Mobile Deposit Only"
- Following other instructions provided by us.

You agree to follow any and all further procedures and instructions for use of our RDC service that we may communicate to you through changes to this agreement or through other notice we provide to you.

You agree to securely retain each item for no fewer than 90 days after deposit. Then, no fewer than 90 days after deposit, you agree to mark each item submitted via our RDC service as "Void" and dispose of it using a high degree of care to ensure the item cannot be transmitted, deposited, or presented again.

We reserve the right to impose limits on the aggregate amount of and/or number of deposits you may make using our RDC service. We may modify these limits at any time and without notice. Current limits are available in our RDC service.

You warrant to us that:

- You will only transmit eligible items that are properly endorsed.
- You will not transmit duplicate items.
- All information you provide to us when using our RDC service is accurate and true.
- We will not sustain a loss because you have deposited an item.
- You will indemnify us from any loss for breach of this warranty provision.

In general, if an image of an item you transmit using RDC is received and accepted before 4:00 p.m. ET on a business day we are open, we consider that day to be the day of that deposit, subject to the other terms and conditions herein. Otherwise, we may consider the deposit to be made on the next Business Day we are open. Funds deposited using our RDC service will generally be made available by the third business day from the day of deposit. However, we generally make the first \$225 of the aggregate of your checks deposited through our RDC service on each business day available by the next business day. We may delay the availability of your funds for a longer period of time at our discretion if we deem it appropriate in accordance with our policies and procedures.

## **9. Account Access**

### a. Authorized Signature

Your electronic signature on your account application is required in order for you to access your account. We will not be legally responsible for refusing to accept any item or direction if we have any reason to believe it does not contain an authentic signature, whether original, facsimile, digital, or electronic. We reserve the right to accept or deny the use of any digital or electronic 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 in our records, 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. You waive all claims against us related to our determination regarding the genuineness of signatures, including electronic signatures, on all applications, forms, and other documents not signed in our presence.

### b. Access Methods

You may withdraw or transfer funds from your account(s) by any method we offer, (e.g. via ATM, Interactive Teller Machine (ITM), Visa Debit Card, check, digital banking, or mobile application) as applicable. We may refuse to honor any draft or check drawn on a form we do not supply, and you are liable for any loss we incur handling such an item. 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

You may originate or collect debits or credits to your account through ACH. You may not initiate wire transfers, but may receive funds via wire transfer. 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 transfer before

we obtain final payment. We may reverse the provisional credit, or you will reimburse us for the amount credited to your account, if we do not obtain final payment. 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

You will not be able to submit a mailed request for deposit, transfer, or withdrawal to be processed.

### **10. Account Rates and Charges**

We pay dividends and assess service charges against your account as stated in our Current Dividends rate sheet and Schedule of Service Charges. We may revise the Current Dividends rate sheet and Schedule of Service Charges at any time, and we will inform you of those changes as required by law. You hereby agree that we may impose service charges for the account services provided to you and you agree to pay all such charges. You hereby acknowledge receipt of the Current Dividends rate sheet and Schedule of Service Charges, which have been provided to you separately but are incorporated herein by reference.

### **11. Withdrawal Limitations**

We allow withdrawals only if your account has an available balance sufficient to cover the entire amount of the withdrawal, except as otherwise stated in Section 13 (Overdrafts) of this Membership and Account Agreement. If there are sufficient available funds to cover some, but not all, of your withdrawals, we may clear those withdrawals for which there are sufficient available funds in any order at our discretion. All of your accounts are subject to our right to require advance notice of any withdrawal as provided in our Bylaws.

### **12. Member's Responsibility for Checking Accounts**

"Checking" refers to the account(s) listed in the "Checking Accounts" section of the Truth in Savings and Funds Availability Disclosure.

1. You must keep your checking records up to date so you are aware of the funds you have available in your checking account at all times. You must not write checks that exceed the amount available in your checking account.
2. Your checking account should be reconciled each month.

### **13. Overdrafts**

This section describes when you have an overdraft in your account and when we will pay or reject the transaction that caused the overdraft.

"Overdraft" means the available balance in your account is insufficient to pay for a transaction at the time the transaction is presented to us for payment. If funds are not available, then we will generally decline to authorize or pay for the transaction. In some limited circumstances, it may still be possible for your account balance to become negative due to an overdraft transaction.

If we pay an overdraft transaction, we will not assess a service charge for doing so. If we decline to pay an overdraft transaction, such as when a check or ACH payment is returned unpaid, we will not assess a service charge.

Note: Transactions that are declined may be presented to us for payment multiple times until paid. We do not determine whether and when a transaction will be presented or submitted for payment.

The following is important information regarding your account balances and how transactions are posted to your account.

#### a. Checking Account Balance

Your checking account has two kinds of balances: the "balance" and the "available balance." Each can be checked when you review your account through digital banking, on our mobile application, at an ATM, or by calling us. It is important to understand how the two balances work so you know how much money is in your account at any given time.

Your balance is the full amount of all deposits (even though some portion of a deposit may be on hold and may not be available to you) less payment transactions that have been presented and "posted" to your account (but not payment transactions that have been authorized and are pending). Thus, while the term "balance" may seem to indicate the amount in your account that is available for you to spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments, and service charges that have not yet posted will not appear in your balance. For example, if you have a \$50 balance, but you just wrote a check for \$40, then your balance is still shown as \$50 because it does not reflect the pending check transaction. At that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available for you to use. The available balance is the balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that we have authorized but that have not yet posted to your account. For example, assume you have a balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, that merchant could ask us to authorize the payment. In that case, we will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay it. Your balance would still be \$50 because this transaction has not yet been presented to us and posted to your account, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant presents its bill for payment (which could be several days later), we will post the transaction to your account and your actual balance will be reduced by \$20, and both your balance and your available balance will be \$30.

Available balance at the time transactions are presented to us and posted to your account (not when they are authorized) is used to determine when your account is overdrawn. The following example illustrates how this works:

Assume your balance and available balance are each \$100, and you use your debit card to pay a \$60 bill at a restaurant. As a result, your available balance will be reduced by \$60, so your available balance is now \$40. However, your balance is still \$100. Before the restaurant charge is presented to us for posting, a check that you wrote for \$50 posts. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your balance was \$100 before the check posted and is still \$50 after the check posts. In this case, we may pay the \$50 check. Also, when the \$60 restaurant charge is presented to us and posted to your account, your available balance is insufficient because of the intervening check, even though your available balance was sufficient to pay it when it was authorized.

It is very important to understand you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been authorized or paid from your account.

In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time or everyday debit card transaction for payment within a time frame established by us (usually within three business days of authorization but could be longer for certain types of debit card transactions), we will release the authorization hold when required by card network rules. If the authorization hold is released, then your available balance will not reflect this pending transaction until it has been presented to us for payment and posted to your account.

#### b. How Transactions Are Posted to Your Account

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

- Credits. Most deposits are added to your account when we receive them. Credits to the account may include deposits such as cash, checks, ACH, and remittances. In some cases, deposited funds may not be made immediately available for use. Thus, the available balance may not reflect the most recent deposits into the account. For details on the availability of funds, see the Truth in Savings and Funds Availability Disclosure.
- Debits. There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account and we are not necessarily in control of when transactions are received.
- Checks. Most checks are processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each business day. The checks drawn on your account are compiled from these data files and posted to your account each business day. We process these payments from low to high dollar value.
- ACH Payments. We receive and process multiple data files throughout each business day from the Federal Reserve including ACH transactions. These also include automatic bill payments you have signed up for. Each file we receive is processed separately during each business day. Within each ACH data file, ACH debit transactions for your account are grouped together and posted in low to high dollar value.
- Point of Sale (POS) Debit Card PIN Transactions. These are transactions in which you use your debit card to make a purchase and you enter your personal identification number (PIN) at the time of the sale. These types of debit card purchases are similar to ATM withdrawals because money is usually deducted from your account immediately (reducing your

balance and your available balance) at the time of the transaction. However, some POS PIN transactions are not presented for payment immediately; it depends on the merchant.

- Point of Sale (POS) Signature Debit Card Transactions. These are transactions in which you make a purchase with your debit card and you may be asked to sign for the purchase as you would with a credit card. These transactions include online purchases and other transactions in which you are not asked to enter your PIN at the time of the transaction (you may not be asked to sign for some transactions but they still would be considered signature transactions). As described above, the merchant in these situations may seek authorization for the payment. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorization holds are deducted from your available balance (but not your balance) as they are received by us throughout each day. At some point after you sign for the transaction (or conduct the transaction for transactions without your signature), the transaction is processed by the merchant and presented to us for posting to your account. This can happen hours, or sometimes days, after you signed for or conducted the transaction, depending on the merchant and its processing company. These payment requests are presented in real time throughout the day and are posted to your account as they are received. Please note: The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold may be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you use your debit card at gas stations and hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and are therefore obligated to pay the transaction when presented.

Debit card transactions can be recurring or nonrecurring. Recurring transactions occur when you use your debit card to set up a recurring monthly or periodic payment, such as for a gym membership or insurance payment. Nonrecurring transactions are one-time or everyday transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or everyday (nonrecurring) transaction.

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

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that we may pay or reject multiple transactions when your account is overdrawn.

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

#### c. Additional Terms

We are not obligated to authorize transactions or pay any overdraft. We will generally not pay

overdrafts, but where we do it is at our sole and absolute discretion. We may refuse to pay any items without first notifying you, even though your account is in good standing and even if we have paid previous overdrafts. When we decline to pay any items or transactions, you may incur related service charges under agreements you have with other parties, such as service providers.

For your overdrafts that are paid, you promise to immediately pay us all sums owed under this agreement.

You understand and agree that we may transfer funds to your checking account from any of your other account(s) with us (excluding IRA and HSA accounts), in an amount equal to the overdrawn check, item, or other transaction we may pay. In addition to any other rights we may have, you agree that any deposits, future deposits, or other credits to any account in which you may now or in the future may have an interest are subject to our right of offset for any liabilities, obligations, or other amounts owed to us by you (overdrafts and any related service charges) and such is applicable irrespective of any contribution to the account or source of funds in the account.

You agree we may use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover overdrafts.

#### **14. Postdated and Stale Dated Checks**

Each negotiated check will be charged to the checking account as of the date of receipt by us. We will not be responsible for checks that are postdated if they are paid before the date of the instrument. We are under no obligation to pay or refuse payment of a check on which the date is more than six months old.

#### **15. Chargebacks**

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 notification to you.

#### **16. Stop Payment Orders**

##### a. Stop Payment Requests

You may ask us to stop payment on any check 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 all of this information is provided and we receive the request in time to implement the order. You acknowledge that accurate information is required for our system 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 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 stop payment request is valid for six months and may be renewed upon request for an additional six months. We are not obligated to inform you when a stop payment request expires.



### c. Liability

Charges for stop payment requests are stated in the Schedule of Service Charges. Requests for stop payments on cashier's checks, our 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 us. You agree to indemnify and hold us 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 a consequence of inaccurate information provided by you.

## **17. Our 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) the available balance in your account is insufficient 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 a legal proceeding 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 Membership and Account Agreement. Any conflict between oral representations made by you or us and any written form will be resolved by reference to this Membership and Account Agreement and applicable written form. We will be deemed to have exercised ordinary care if our actions or nonactions 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. Mere clerical error, computer malfunction, inadvertence, or oversight without malice or an honest mistake of judgment shall not be considered a failure to perform such obligations or a failure to exercise ordinary care, and in no case shall be deemed wrongful.

## **18. Contractual Right of Setoff**

Except to the extent prohibited by law, you agree that we have the right to apply funds in any account you maintain with us, whether the account is in your name alone or in your name and another or others, to the payment of any obligations, individual or joint, you owe to us now or at any time hereafter. This setoff provision applies to all funds in your account, including Social Security funds. This setoff provision does not apply to funds you maintain with us in any account that would lose special tax treatment under state or federal law if given as security. This setoff provision also does not apply to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest). We may set off the funds in any account you maintain, except as limited above, in order to pay off the remaining amount you owe us, including any costs of collection or reasonable attorney's fees we incur by enforcing our rights or responding to third party claims related to your account(s). This includes amounts owed on AlumniFi accounts, but also amounts owed on under any of our trade names as described in the Trade Names section of this agreement. If we do not enforce our right of setoff, we do not waive our rights to enforce our contractual right or collect any amounts owed at a later date. You agree to hold us harmless from any claim arising as a result of our exercise of our right to setoff.

## **19. Statutory Lien**

Please take notice that we have the power, pursuant to 12 U.S.C § 1757(11), to impress and enforce a statutory lien upon any shares and dividends you now or may later have on deposit with us to the extent of any loan made and any charges payable to us under any of our trade names as described in the Trade Names section of this agreement. We hereby do impress that lien and may enforce

that lien without further notice to you. This statutory lien does not apply to funds you maintain with us in any other account that would lose special tax treatment under state or federal law. We may enforce our lien against any account you maintain, except as limited above, in order to pay off the remaining amount you owe us including any costs of collection or reasonable attorney's fees we incur by enforcing our rights or responding to third-party claims related to your account(s). If we do not enforce our lien, we do not waive our rights to enforce our lien or collect any amounts owed at a later date. You agree to hold us harmless from any claim arising as a result of our exercise of our right to impress and enforce a statutory lien.

## **20. Security Interest**

At the time of account opening, you grant to us a security interest in all your property in possession of or under our control at that time and at any time thereafter, as security for payment of any and all of your obligations to us, except debts secured by your primary residence. Your property includes, but is not limited to, the funds in any account you have with us, including funds in accounts under any of our trade names as described in the Trade Names section of this agreement. After your default in payment of any obligation to us, we may apply your property to the defaulted obligation. We may enforce our security interest against any account you maintain in order to pay off the remaining amount you owe us, including any costs of collection or reasonable attorney's fees we incur by enforcing our rights or responding to third-party claims related to your account(s). If we do not enforce the security interest, we do not waive our rights to enforce the security interest or collect any amounts owed at a later date. You agree to hold us harmless from any claim arising as a result of our security interest or the enforcement of that security interest.

## **21. 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 contractual right of setoff, statutory lien and security interest.

## **22. 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 Policy. Refer to the Privacy Policy for detailed descriptions of our policy and procedures regarding your personal information.

## **23. Consent to Contact**

You agree that we may contact you using your contact information listed in our records, including your email address and phone number(s). You authorize us and agents performing services on our behalf to contact you using any phone number(s) (including any wireless, mobile, or VOIP number) and email addresses you have previously provided to us or that you may subsequently provide to us. You agree we may contact you on a mobile, wireless, cell phone or any other device even if you are charged for it by a communications service provider. You also assert that you are the subscriber/owner of the device's account or have been granted the authority by the subscriber/owner of such device to provide us with the number and the owner consents to such contact. Additionally, you expressly consent to receive autodialed or prerecorded calls, artificial voice messages, direct-to-voicemail messages, messages by adaptive signaling technology, DirectDROP Voicemail (DDVM), text messages, and any other electronic correspondence from us or any affiliates or agents performing services on our behalf: (1) to notify you about any of your accounts, loans, applications, services, or products; (2) to provide you with transaction notifications, fraud alerts, and other

messages; (3) to collect a debt or other obligation; or (4) as otherwise deemed necessary by us to service your accounts, loans, applications, services, or other products.

## **24. Consent to Monitoring and Recording**

You expressly consent in advance to our monitoring and recording of conversations and other communications with you. Your consent applies to our monitoring and recording of phone conversations, electronic messages, electronic records, video chat and video teller interactions, video recordings, or other data transmissions between you and us regarding your accounts, loans, applications, or other products and services offered by us (individually and collectively referred to as "recordings"). Your consent applies regardless of whether you or we initiated the contact. Unless required by applicable law, you agree we can rely on your consent to monitor and record our communications provided herein and we are not obligated to notify you of each time prior to our recording. We monitor and record conversations and communications for quality control, fraud prevention, training, and other purposes. You acknowledge and agree that all recordings are solely our property. We have no obligation to provide copies of recordings to you.

## **25. Social Media Information**

You understand we may elect from time to time to use our and third-party social media tools and sources to acquire information relevant to us and your accounts, loans, applications, products, and services. You acknowledge and agree there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing and our use of such information does not violate your privacy or other rights. If you have consented to communicating with us via social media, you agree we may use any social media addresses you establish from time to time.

## **26. Notices**

### a. Name and Address Change

You are required to notify us when you have a name, email address, or U.S. postal address change. Because you have elected to receive electronic notices in accordance with the Electronic Correspondence Disclosure and Agreement, we are only obligated to correspond with you at the most current email address we have on file for your account. If we choose to correspond with you by sending any items to your U.S. postal address, you authorize us to send those items to the most current U.S. postal address we have on file for your account. Address changes may be accepted verbally or via the internet. In some cases, we may require an address change to be in writing and include your signature. Name changes require completion of a form with a signature. In some cases and at our sole discretion, we may accept but are not obligated to accept changes of address through the U.S. Postal Service (USPS) to update your address of record on file with us based on what they retain in their National Change of Address (NCOA) database.

### 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, and may be required by law to be informed, of any revisions to account conditions, rates, and fees. We may waive any conditions in this Membership and Account 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. A notice that is provided electronically is valid when the notice is sent to the most current email address we have on file for your account.

## **27. Account Statements**

### a. Contents

We will provide you with a periodic eStatement detailing all transactions and activity posted to your account within the statement period, as required by law. You will receive your periodic statement electronically. We will send you an email notice informing you that your eStatement is ready to view. For checking accounts, you acknowledge we assume ownership of your original check as soon as the item has been presented to us and we are not required to return the check to you. However, you may request electronic copies of a check at any time.

### b. Account Owner Inspection

It is your responsibility to inspect each eStatement and inform us of any discrepancies between your records and the statement. You are in the best position to detect any unauthorized transactions. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the eStatement or fail to report forgeries or alterations to us within 60 days of the notification date of the earliest eStatement 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 Us

Your obligation to review your eStatement 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 notify us of discrepancies within the time limit set forth in the above paragraph. You are obligated to inform us when you have not received a notice of eStatement availability within 14 days of when you usually receive it.

### d. Electronic Funds Transfers

Please refer to the Electronic Funds Transfer and Payment Services Agreement and Disclosure to determine your notification obligations in the event of unauthorized electronic fund transfers or other errors in connection with such transfers.

## **28. Dormant Accounts and Escheatment**

We will consider a savings account to be dormant if there are no deposits or withdrawals for a period of 775 days. We will consider a checking account to be dormant if there are no deposits or withdrawals for a period of 365 days. A description of our available savings accounts and checking accounts is provided in our Truth in Savings and Funds Availability Disclosure. When an account becomes dormant, we will assess a monthly dormant account charge as stated in the Schedule of Service Charges, unless restricted by law. The charge will be assessed until the account becomes active or there are no funds available to pay the charge. You authorize us to transfer funds from other accounts of yours to cover any service charges we may impose upon the account deemed dormant, including funds in accounts under any of our trade names as described in the Trade Names section of this agreement. To the extent allowed by law, we reserve the right to transfer account funds to an account payable and suspend any further account eStatements. If a deposit or withdrawal has not been posted to your account for, the time frame set by the state of the last known address on file and we have not had any other contact with you, we will consider your account abandoned. We will attempt to notify you prior to your account being considered abandoned. We will report and escheat (i.e., disburse) to the applicable state the funds from an

abandoned account, less the escheatment charge stated in the Schedule of Service Charges, in accordance with applicable state law.

### **29. Member-Selected Content**

We reserve the right to deny the use of member-selected content including but not limited to: account names, codewords, comments on any fund transfers, and usernames, if we determine at our sole discretion the member-selected content is inappropriate, offensive, threatening, obscene, or objectionable. We do not have an obligation to monitor, edit, or remove any content, but may do so without issuing any warnings. We will notify you if your selected content is denied and reserve the right to allow you to select alternate content as a replacement, or restrict or deny your ability to select your own content in the future.

### **30. Member Interactions**

We believe all members and employees should be able to conduct business in a professional environment without fear of harassing, destructive, or abusive conduct. We may restrict or suspend access to any or all products or services, except the ability of the member to attend, participate, and vote in annual and special meetings and maintain a savings account if any account owner engages in conduct that is abusive to us, our employees, the employees of the nonaffiliates with whom we conduct business, and/or our membership. This expectation also applies to agents, joint owners, and authorized users of accounts, products, and services. Such abusive conduct includes but is not limited to: actions that abuse our products or services; abusive, discriminatory, disruptive or threatening behavior; and suspicious, fraudulent, illegal, dishonest, or deceptive activities including impersonation of another person through any communication channel.

Any verbal, written, or nonverbal communication (such as body language) must follow appropriate conduct expectations. If you post content or publish material on any of our websites or forums, we do not have an obligation to monitor or edit or remove any content but may do so without issuing any warnings. We reserve the right to review any recorded interactions and determine at our sole discretion whether inappropriate conduct has occurred.

We will notify you of our decision to limit services to you if you are found not following conduct expectations. For further details concerning when and how we may limit your services due to your conduct, you can view our Member Standing and Limitation of Services Guidelines available at [alumnifi.org/disclosures](http://alumnifi.org/disclosures).

### **31. Checks**

We do not provide checks to be written from your account(s) with us. If you choose to use checks from a direct mail company or other source, you will be liable for charges or damages resulting from checks not reading properly on automated equipment or being imprinted with the wrong information. If you have a problem with checks provided by a direct mail company or other source, it will be your responsibility to resolve such problems, and will not be our responsibility. Records of checks or other items deposited to your account via our mobile deposit service are stored electronically. You can view copies of such checks or other items through digital banking. As we do not provide checks to be written from your account with us, any checks or similar items written from your account with us through the use of checks or similar items obtained from a third-party vendor will not be viewable through digital banking. We do not accept any international checks for deposit to your account.

### **32. Trade Names**

MSU Federal Credit Union (MSUFCU) and Oakland University Credit Union (OU Credit Union), as

well as the Credit Union's digital-only brands, Collegiate Credit Union (Collegiate CU or Collegiate) and AlumniFi, are trade names of Michigan State University Federal Credit Union. Michigan State University Federal Credit Union remains the legal entity behind each of these brands. Applicable legal documents and Federal Reserve transactions will reference Michigan State University Federal Credit Union.

### **33. Federal Deposit Insurance**

AlumniFi accounts are held at Michigan State University Federal Credit Union where savings are insured by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration (NCUA), an agency of the United States Government. Accounts opened with any trade name of Michigan State University Federal Credit Union, such as AlumniFi and others listed in the Trade Names section of this agreement, are not separately insured and do not have additional insurance through that trade name. The NCUA will insure a deceased member's accounts as if they were still alive for six months after their death. During this six month "grace period," the insurance coverage of the deceased member's accounts will not change unless the accounts are restructured.

### **34. 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 a 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) there is an excessive amount of unhonored items; (6) any information has been falsified or there has been any other misuse of your account; (7) we objectively conclude the account will cause a loss to us; or (8) you do not maintain one regular account as set forth in our 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.

### **35. Termination of Membership**

A member may terminate their membership by withdrawing all of the funds in their account(s) including their membership share. In some cases, we may require a request to terminate membership to be in writing with the member's signature including signature(s) through an electronic process. Any account owner or other authorized individual may withdraw all of the funds in the account(s) including your membership share and thereby terminate your membership. You acknowledge that any withdrawal or reduction of your membership share means your membership will terminate unless you replenish your membership share within the time frame stated in our Bylaws. We may suspend services to you or expel you from membership for any reason as permitted by law. We may adopt and amend from time to time, at our sole discretion, a limitation of services policy outlining your rights and obligations, our guidelines for suspending or limiting services, and the expulsion process.

### **36. Death of an Account Owner**

You irrevocably waive the right to make a testamentary disposition of any account with us 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 Membership and Account Agreement. Upon the death of a primary account owner, funds in the account shall be payable to surviving joint account owners or any surviving POD beneficiaries in accordance with this Membership and Account Agreement and Michigan law. We may honor checks or accept payments or transfers drawn by you until 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 their death.

### **37. Severability**

If a court refuses to recognize any segment of this Membership and Account Agreement as valid or enforceable, the remainder of this Membership and Account Agreement and our other disclosures shall remain valid and enforceable except as stated in the Arbitration Agreement, and will be in complete effect. To avoid any doubt, the severability and enforceability of the Arbitration Agreement (including the Class Action Waiver) is addressed in and controlled by the explicit language in the Arbitration Agreement.

### **38. Enforcement and Credit Reporting**

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 Membership and Account 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 postjudgment collection action. **We may report information about your accounts (including loans) to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.** If you believe information we may report or have reported to a credit bureau is inaccurate or incomplete, please notify us in writing through the messaging platform in online banking or by letter ("ATTN: Credit Reporting") sent to the address listed in this Membership and Account Agreement. Include your name, address, contact telephone number, and account number, and identify the information you believe is incorrect.

### **39. Indemnity**

We are not authorized to advise you as to the legalities of establishing any accounts and therefore cannot counsel you as to which account arrangement most appropriately meets your specific requirements. You or any surviving beneficiary(ies) agree(s) to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Membership and Account Agreement and any account designations. We may require any account changes you wish to make be specified in writing or on an account change form, including adding or terminating an account or service. We may also require an account change form to be signed by all account owners. 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. If, by following your directions, 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.

### **40. Agreement**

The Membership and Account Agreement shall be effective as of the revision date, and except as otherwise expressly provided in this Membership and Account Agreement, governs all of your accounts with us. By electronically signing your account application, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Membership and

Account Agreement. This Membership and Account Agreement shall supersede all previous agreements for such accounts.

#### **41. Amendment**

We may change any items in this Membership and Account 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.

#### **42. Arbitration Agreement**

You and we agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services we have provided, or will provide, or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained upon request to our Legal department. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by:

(a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT OR A COMPARABLE COURT OF LIMITED JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court. This Arbitration Agreement does not apply to: (1) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (2) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

##### **1. Selection of Arbitrator**

Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.



## **2. Effective Date**

This Arbitration Agreement is effective when the account is opened.

## **3. Arbitration Proceedings**

The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced, if within the continental United States. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for nonprivileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. We shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if we prevail, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

## **4. Class Action Waiver**

ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

## **5. Severability**

In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

## **43. Governing Law and Limitation on Period to File Claims**

The Account Agreements and Disclosures, any other agreement with us, any account or loan relationship with us, POAs, and all disputes arising out of, affecting, or relating to your accounts or the products or services we have or will provide to you ("Disputes") shall be governed and construed under applicable federal laws and regulations and applicable laws of the State of Michigan without regard to Michigan's conflict of law provisions. Subject to the Arbitration Agreement within this document, you consent and agree that any dispute regarding the Account Agreements and Disclosures, any other agreement with us, any account or loan relationship with us, POAs, and Disputes shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of the Account Agreements and Disclosures,

the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement. All claims and causes of action against us, including without limitation all claims and causes of action arising out of or related to the Account Agreements and Disclosures, any other agreement with us, any account or loan relationship with us, POAs, and Disputes must be filed within two years after such claim or cause of action accrued or be forever barred. You agree this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.

#### **44. Contact Us**

**AlumniFi**  
**3777 West Road**  
**East Lansing, MI 48823**  
**855-955-2965**  
**alumnifi.org**

# **ELECTRONIC FUNDS TRANSFER AND PAYMENT SERVICES AGREEMENT AND DISCLOSURE**

This Electronic Funds Transfer and Payment Services Agreement and Disclosure is part of the Account Agreements and Disclosures you received through the process of opening your account. Your signature(s) on your account application (including your electronic signature through an electronic application process) indicates your agreement, jointly and individually, to the terms and conditions stated in the Account Agreements and Disclosures, which includes this Electronic Funds Transfer and Payment Services Agreement and Disclosure.

The Electronic Funds Transfer and Payment Services Agreement and Disclosure consist of each of the following disclosures:

- Electronic Funds Transfer Agreement and Disclosure
- Pay A Person (P2P) Disclosure
- Transfer Money (A2A) Disclosure
- Pay Bills (Bill Pay) Disclosure

These agreements and disclosures are effective between AlumniFi, a trade name of Michigan State University Federal Credit Union ("Credit Union"), and you. Within this document, the words "we," "us," "our," and "Financial Institution" refer to the Credit Union. The words "you" and "your" refer to you as an AlumniFi account owner.

## **Electronic Funds Transfer Agreement and Disclosure**

We make various electronic funds transfer services available to you. Some of these transfers are made by use of debit cards we issue. Other transfers are made through a check converted into an electronic debit; a personal computer through our digital banking program; or an internet-enabled mobile device through our mobile application.

If we also provide a personal identification number (PIN) to you, a card can be used, together with the PIN, in various automated teller machine (ATM) networks to make electronic funds transfers to, from, or between one or more of your accounts with us. We issue plastic cards that can be used in this manner, including Visa Debit Cards. In this disclosure, we simply call any plastic card that can be used in this manner a "card." Your card and PIN may also be used to make purchases of goods and services at participating merchant locations.

We will issue you a digital banking password you can use with an internet connection to make electronic funds transfers to, from, or between one or more accounts with us following the rules and procedures of our digital banking program and our mobile application. You may also use your digital banking password to make electronic funds transfers to, from, or between one or more accounts with us following the rules and procedures of our mobile application.

You agree that you will keep your PINs and passwords secret.

**This is a disclosure and a contract.** The terms and conditions set out here are binding on you and on us to the making of such electronic funds transfers and the use of the cards, the PINs, and the passwords, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this Electronic Funds Transfer Agreement and Disclosure.
- If you already have a card and PIN provided by us and you use them to conduct such transactions after receipt of this Electronic Funds Transfer Agreement and Disclosure.
- If you ask us to provide you with a PIN and you thereafter use it, together with a card we have issued, to conduct such transactions.
- If we issue a password and you use it to conduct transactions through our digital banking program or our mobile application.

In all such cases, your use of the account(s) or conducting of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

THE FOLLOWING SECTIONS RELATE TO ALL ELECTRONIC FUNDS TRANSFERS AFFECTING YOUR ACCOUNT(S), WHETHER MADE BY USE OF AN ATM, CONVERSION OF A CHECK INTO AN ELECTRONIC DEBIT, OUR DIGITAL BANKING PROGRAM, OUR MOBILE APPLICATION, OR OTHERWISE.

### **1. Accounts Affected**

Each of the following types of accounts offered by us can be affected by some kind of electronic funds transfer service:

- Membership Share
- AlumniFi Savings ("Savings")
- AlumniFi Checking ("Checking")

These types of accounts are sometimes referred to in this Electronic Funds Transfer Agreement and Disclosure as "asset account(s)" or simply as your "account(s)."

### **2. Account Agreements**

The terms and conditions of the Account Agreements and Disclosures relating to your accounts with us remain in effect except to the extent modified by this disclosure.

### **3. Minimum Balance**

You must always maintain a balance of \$5 in your Membership Share to be entitled to make electronic funds transfers affecting your account(s). We reserve the right to increase minimum balance requirements or to impose other restrictions in the future.

### **4. Electronic Funds Transfer Services**

At the present time, you can authorize the following types of electronic funds transfers to or from your asset account(s) with us:

#### **Transfers TO Your Account(s) (Credits)**

- Direct deposit of payroll deductions or net paychecks from your employer who has agreed to send such deposits to us. You may contact your employer to see if direct deposit of payroll deductions or net pay is available.
- Direct deposit of various governmental benefits

- Direct deposit of pension payments
- Deposit(s) or payment(s) from any third party through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers to your account(s) from the account of another person
- Transfer to your account(s) from your other asset or loan accounts that we make at your request via our digital banking program or our mobile application

### **Transfers FROM Your Account(s) (Debits)**

- Your home mortgage payment, insurance premiums, utility bills, and other types of payments to third parties, through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers from your account(s) to the account of another person
- Automatic transfers from your account(s) to make payments to another person's loan(s) owing to us
- Transfers from your account(s) to your other asset or loan accounts that we make at your request or through ATMs, our digital banking program, or our mobile application
- Payment for purchases from your checking account at places that have agreed to accept your card

### **Visa Debit Card and ATM Point-of-Sale Transactions**

- Use of your Visa Debit Card when making a purchase of consumer goods from a merchant that uses the card in an electronic terminal is an electronic funds transfer. Funds to cover your purchase will be deducted from your checking account. For more information on debit card purchases and how they may affect your available balance, please refer to the Membership and Account Agreement.

### **Automated Teller Machine (ATM) Transactions**

If you have a Visa Debit Card for which we have issued a PIN, you can use any of the ATM networks to conduct transactions as follows:

- Deposits to your Savings or Checking
- Cash withdrawals from your Savings or Checking
- Transfers between any of the following: Savings and Checking
- Obtain balance information for your Savings and Checking accounts\*

### **Digital Banking Transactions**

You will be provided access to our digital banking program, which you can use to perform the following electronic fund transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Transfers between your Savings and Checking
- Obtain balance and transaction information for your Savings and Checking\*
- Preauthorize debits for payment of certain bills

### **Mobile Application Transactions**

You can use our mobile application to perform the following electronic funds transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Transfers between your Savings and Checking
- Obtain balance and transaction information for your Savings and Checking\*

### **Share Draft/Checking Conversion Transactions**

- This is a transfer through an automated clearing house (ACH) when you provide a paper check to certain merchants or other payees that enable 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 Point-of-Sale (POS), or is mailed to a merchant or other payee or lockbox and later converted to an electronic funds 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.

We may make additional types of electronic funds transfer services available to you in the future. We may also discontinue one or more, or all, of our electronic funds transfer services available to you.

\* These transactions are NOT electronic funds transfers.

### **5. Excluded Transactions**

The terms and conditions of this disclosure only apply to those services and transfers that are electronic funds transfers as described in the Electronic Funds Transfer Services section of this disclosure. The terms and conditions of this disclosure do not apply to other transactions that, although electronic in nature, do not constitute electronic funds transfers described in that section.

### **6. Charges for Electronic Funds Transfers**

There are certain charges for electronic funds transfer services we offer that you agree to pay. For a current listing of all applicable service charges, see our current Schedule of Service Charges, which is incorporated by reference into this disclosure and the receipt of which you hereby acknowledge.

When you use an ATM not owned by us, the ATM operator may assess a charge for any network used, and you may be assessed a charge for a balance inquiry even if you do not complete the funds transfer. You understand and agree that the ATM operator may assess multiple charges for multiple transactions (for example, a charge for a balance inquiry and a charge for a funds transfer) during the same ATM session. You also acknowledge and agree that, as disclosed on our Schedule of Service Charges, we may charge you a non-CO-OP Network ATM charge for each inquiry and each transaction at such an ATM and that multiple charges could be assessed during the same ATM

session. You further understand that non-CO-OP Network ATMs are those not owned and operated by us or third parties participating in the CO-OP Network.

## **7. Documentation of Transfers**

- You can receive a transaction receipt at the time you make any transfer to, from, or between your account(s) using an ATM.
- If you have arranged to have direct deposits (which are electronic funds transfers as described in the Electronic Funds Transfer Services section of this disclosure) made to your asset account(s) at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may call us at 855-955-2965, or access your transaction history via our digital banking program or our mobile application to find out whether the deposit has been made.
- You will get a statement every month if you have authorized any electronic funds transfer service described in the Electronic Funds Transfer Services section of this disclosure. If no electronic funds transfer occurs in a particular calendar quarter, you will still receive a statement for that quarter. However, for an asset account to which you have authorized no electronic funds transfers other than preauthorized credits, you will get a statement quarterly.
- Periodic statements we send you on accounts that are subject to electronic funds transfers described in the Electronic Funds Transfer Services section of this disclosure and transaction receipts issued by an ATM are admissible evidence.
- Your right to documentation as set forth above in this section does not apply when the electronic funds transfer occurs outside of the United States.

## **8. Stopping Payment of Transfers From Your Account(s)**

The following rules apply only to electronic funds transfers as described in the Electronic Funds Transfer Services section of this disclosure.

If you have arranged for recurring automatic payments out of your account, you can submit a request to stop any of these payments by writing to us through the messaging platform in online banking or by calling the phone number provided in the Contact Us section of this disclosure at least three business days before the payment is scheduled to be made. If you call us, we may at our sole discretion require you to put your request in writing and get it to us within 14 days of your call.

There is a charge for each stop payment order. We reserve the right to impose a reasonable charge, or to increase such charges, in the future. Please see our Schedule of Service Charges to determine the current stop payment charge.

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

If we receive your order(s) for us to stop one of these payments in the manner described within this

section and we do not do so, we will be liable for your losses or damages. Business days are defined in the Business Days section of this disclosure.

In addition to requesting a stop payment on recurring automatic payments, you can also request a stop payment on one-time preauthorized transfers by writing to us through the messaging platform in online banking or by calling the phone number provided in the Contact Us section of this disclosure. There is a charge for each stop payment order that is placed. Please see our Schedule of Service Charges to determine the current stop payment charge.

### **9. Disclosure of Information to Third Parties**

We will disclose information concerning your account(s) and electronic funds transfers described in the Electronic Funds Transfer Services section of this disclosure, as provided by law and described in our Privacy Policy. Reasons we may disclose information concerning your account(s) or electronic funds transfers include, but are not limited to verifying or completing an electronic funds transfer, verifying the existence of your account(s), investigating improper use of your account(s), or with your written signed consent (including your electronic signature through an electronic signature process).

### **10. In Case of Error or Questions about Your Electronic Funds Transfers as Described in the Electronic Funds Transfer Services Section of this Disclosure**

Your statement will include any transactions performed by ATM, our digital banking program, and our mobile application, as well as any check conversions (i.e., conversions of check payments into electronic payments that are processed through the Automated Clearing House). Contact us at the phone number set forth in the Contact Us section of this disclosure, through the messaging platform in online banking, or by letter sent to the address provided in the Contact Us section of this disclosure as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

When contacting us:

- Tell us your name and account number.
- Describe the error or the transfer 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. In the Business Days section of this Electronic Funds Transfer Agreement and Disclosure, we list our business days.

We will determine whether an error occurred within 10 business days (five business days for a Visa Debit Card point-of-sale transaction and 20 business days if the transfer involves an account open less than 30 days) after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days (if you give notice of an error within 30 days of opening an account; notice of an error involving a point-of-sale transaction; or notice of an error involving a transaction initiated outside of the United States, its possessions, and territories, we will have 90 days instead of 45) to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within 10 business days (five business days for a Visa Debit Card point-of-sale



transaction and 20 business days if the transfer involves an account open less than 30 days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to send your complaint or questions in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask us for copies of the documents that we use in our investigation, and we will furnish them to you.

### **11. Liability for Failure to Make Electronic Funds Transfer**

If we do not complete an electronic funds transfer, as described in the Electronic Funds Transfer Services section of this disclosure, to or from your account(s) on time or in the correct amount according to our written agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for the following:

- If, through no fault of ours, the available balance in your account is insufficient to make the transfer.
- If the available balance in your account, in excess of amounts you have specifically pledged to us as collateral, is insufficient to make the transfer.
- If funds in your account are subject to garnishment/levy or other legal process which prevents making the transfer.
- If we have, because of your default, exercised our rights against the funds in your account.
- If the ATM where you are making the transaction does not have enough cash or is not functioning properly, and you were aware it was not functioning properly prior to initiating a transaction.
- If, through no fault of ours, your card is damaged.
- If you use or try to use your card or your PIN after your right to use it has been canceled.
- If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.

We will also be excused from such liability if you fail to observe the terms and conditions of this Electronic Funds Transfer Agreement and Disclosure, our digital banking program, our mobile application, or other agreements with you, as they relate to electronic funds transfers.

### **12. Liability for Accuracy of Data**

We will not be responsible to you for any claims, damages, losses, or expenses arising out of the preparation or delivery of data input for electronic funds transfers and credit or debit entries prepared by your employer or other person or company authorized to do so. In all cases, we will be entitled to rely upon the accuracy and correctness of this data input prepared by your employer or other authorized person or company, and we will have no obligation to investigate or determine the accuracy or authorization of this data input or the electronic funds transfers directed by your employer or other person or company authorized by you to do so.

### **13. Consumer Liability for Unauthorized Use**

If you furnish another person with your card and PIN, checkbook, a check, or digital banking password (collectively, "access device"), you will be responsible for all electronic funds transfers initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers of an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers. Until you have notified us in writing, you will be liable for all transfers initiated by that person.

Tell us AT ONCE if you believe your access device has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Contacting us immediately by phone or electronic message may help to minimize your potential loss. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days of learning of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days of the notification date for the applicable eStatement, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your access device has been lost or stolen or that someone has transferred money from your account without your permission, or may be about to do so, contact us at the phone number, website, or address as provided in the Contact Us section of this disclosure IMMEDIATELY.

### **14. Special Unauthorized Use Liability Rule for Visa Debit Card**

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions, transactions using your PIN that are not processed by Visa, or to commercial cards.

### **15. Reversing Electronic Funds Transfers**

For electronic funds transfers that are point-of-sale transactions of \$50 or more for goods or services and made with a debit card at a participating merchant, Michigan law provides you with a right to request a reversal of such transfer and to have your account recredited with the full amount of the transfer if: (1) you tell us to make such reversal during our posted business hours within four calendar days following the date of the transfer, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned to the third party involved.

If you notify us in writing, you MUST contact us at the address set forth in the Contact Us section of this disclosure or submit a written request to us through the messaging platform in online banking IMMEDIATELY.

If you notify us orally (by calling the phone number in the Contact Us section of this disclosure) that you want such a transfer reversed, you must also send us a written confirmation of your reversal request that includes your notice of attempted resolution of the dispute with the third party and your written assurance to return any returnable goods involved to the third party. We must receive this written request within 14 calendar days of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests. If written notification is not furnished within 14 calendar days following the oral notification, we shall reinstate the original debits and credits involved in the transaction to the extent of your available balance.

## **16. Business Days**

Business days for our offices are as follows: Monday through Friday, excluding Federal banking holidays. We reserve the right to change our business days and hours.

## **17. Regulatory Agency**

If you believe we may have violated the Michigan law regulating electronic funds transfers (Michigan Public Act No. 322 of 1978) you may contact:

State of Michigan  
Department of Insurance and Financial Services  
PO Box 30220  
Lansing, MI 48909

## **18. Location of ATMs**

The number and locations of the ATMs we own or operate is subject to change at any time.

## **19. Card Ownership**

All cards, PINs, and passwords we provide are our property. We may, without liability or notice, revoke, cancel, or limit any or all use of the card privileges afforded in this Electronic Funds Transfer Agreement and Disclosure for good cause, and you will destroy the card immediately upon demand. If this Electronic Funds Transfer Agreement and Disclosure is terminated, you agree to destroy the card. The primary account owner is responsible for all cards issued to the primary account owner.

## **20. Secrecy of PIN**

If we have issued a PIN or password to you, or if you have selected your own digital banking or mobile application password, you agree to keep your PIN and password secret. You also agree not to write the PIN on your card nor on any item you keep with your card.

## **21. Limitations of Electronic Funds Transfer**

There is no limitation on the number or dollar amount of deposits, payment transactions, or transfers between accounts you may make at an ATM during its 24-hour operating cycle. To protect against possible losses, however, there are limitations on how much cash you can obtain from the machines during a single cycle or purchases made via point-of-sale transactions.

The following daily cash and purchase limits apply to use of a card we issue to you:

- The amount of cash that may be obtained by using your card at an ATM is limited to \$1,000 per card per day (\$350 limit when the machine is offline).
- The amount of cash and purchases using your card at a POS terminal is limited to \$25,000 when your account has been open for more than six months (\$2,000 limit when the machine

is offline).

All limitations in this section are subject to the verified balance in the account(s).

We reserve the right to change these limitations on use of the machines at any time.

In addition to the dollar amount limitations listed above for cash withdrawals using your card, you have the option to limit the amount of cash that can be withdrawn by your card to \$50 per day or some other amount acceptable to us. To activate this option, please contact us using the contact information provided in the Contact Us section of this disclosure.

## **22. Crediting of Deposits and Payments**

Deposits or payments made at an ATM, whether in cash, by check, or through money order, are subject to verification and the posting of such deposits and payments to savings, checking, or loan accounts may be delayed until they can be collected from the machine, verified, and entered into our accounting system. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday, or holiday on which we are closed. If you place a check or money order in the machine as a deposit or payment, it is subject to collection in accordance with the Membership and Account Agreement and our Truth in Savings and Funds Availability Policy as was disclosed to you upon opening your account and as may have since been amended.

## **23. International Transactions**

When you use your card for international transactions (transactions initiated at an ATM that dispenses currency other than U.S. dollars or transactions with a merchant that processes the transaction in a country other than the United States), an international transaction charge will be assessed (International Service Assessment). You agree to pay a 1.00% international transaction charge for ATM and point-of-sale (i.e., PIN-based) transactions and a 3.00% international transaction charge for all other international transactions and cash advances. The charge will be assessed on international transactions if a currency conversion does take place or if the transaction is processed in U.S. dollars.

When you use your card at a merchant that settles in, or at an ATM that dispenses, currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a wholesale market rate or the government-mandated rate in effect the day before the processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The International Transaction Charge will be calculated after the transaction has been converted to U.S. dollars. You understand and agree that international transactions include internet and other transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country, and you acknowledge that international transaction charges may be assessed in such situations.

## **24. Advisory Against Illegal Use**

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

## **25. Governing Law**

This Electronic Funds Transfer Agreement and Disclosure is governed by our bylaws, federal laws and regulations, state laws and regulations, and local clearing house rules, as may be amended

from time to time. You consent and agree that any dispute regarding this Electronic Funds Transfer Agreement and Disclosure shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of this Electronic Funds Transfer Agreement and Disclosure, the Arbitration Agreement in the Membership and Account Agreement applies to disputes regarding this Electronic Funds Transfer Agreement and Disclosure, and the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement.

## **26. Enforcement**

You agree that you will be liable to us for any loss, cost, or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth in this Electronic Funds Transfer Agreement and Disclosure and as we may amend from time to time. You authorize us to deduct any loss, cost, or other expenses, including reasonable attorney's fees, for any action we may take to enforce this Electronic Funds Transfer Agreement and Disclosure from any account you hold with us.

## **27. Amendments, Termination**

We reserve the right to amend this Electronic Funds Transfer Agreement and Disclosure in any manner and at any time. If we do so, we will give you such notice as we deem to be reasonable under the circumstances. However, in specific cases when required by law, we will give you at least 21 days advance written notice. We also reserve the right to terminate this Electronic Funds Transfer Agreement and Disclosure by sending a notice of such termination to your last known email address on our records, which notice shall be effective when sent.

## **28. Termination of Prior Agreements**

This disclosure terminates and takes the place of any disclosure or agreement related to Electronic Funds Transfer laws we have previously furnished to you for AlumniFi products and services.

## **29. Contact Us**

**AlumniFi**  
**3777 West Road**  
**East Lansing, MI 48823**  
**855-955-2965**  
**[alumnifi.org/contact](http://alumnifi.org/contact)**

## Pay A Person (P2P) Disclosure

### USER AGREEMENT FOR PAY A PERSON (P2P SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You" or "Your") and your Financial Institution or its designated third-party processor or service provider ("We", "Us", "Our"), in connection with Pay a Person, also known as P2P Payment, (the "Service") offered through our online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a P2P Payment Instruction from one of your Eligible Transaction Accounts at Financial Institution, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute P2P Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. (P2P payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS YOU DO NOT KNOW, ARE NOT FAMILIAR WITH, OR YOU DO NOT TRUST.

#### **1. Eligibility**

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

#### **2. Initiating P2P Payment Instructions**

All P2P Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a P2P Payment instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.

#### **3. Available Balance**

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

#### **4. Transaction Limits**

There is no limit to the number of bill payments in and out of your account that you can make per day. Transfers are limited to \$25,000 per day. These limits are dependent on your account status with us and are subject to change without prior notice.

## **5. Security Procedure**

1. You shall comply with the security procedure requirements with respect to P2P Payment Instructions initiated by You, as well as those required in connection with the Online Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P Payment Instruction.
2. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

## **6. Compliance with Security Procedure**

1. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the P2P Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided Financial Institution accepted the P2P Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the online session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on the Site.
2. If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the P2P Payment, whether or not Financial Institution complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

## **7. Payment Authorization and Remittance**

1. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.
2. When we receive a P2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.

3. We will use reasonable efforts to complete all your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account does not contain enough available funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account;
  2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction;
  3. The payment is refused or returned by Recipient or Recipient's Financial Institution,
  4. You have not provided us with the correct information, including but not limited to the correct P2P Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.
4. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
5. You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, You authorize and are empowered to authorize Us to submit the P2P Payments on your behalf.

### **8. Your Representations and Agreements; Indemnity**

With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Us and agree that:

1. You are authorized to initiate such request for a P2P Payment and hereby authorize Us to initiate each P2P Payment requested by you in the amount provided that:
2. Such authorization is operative at all relevant times, including without limitation
  1. at the time you establish the pre-authorization on the Site,
  2. at the time you initiate a P2P payment, and
  3. at the time of transmittal or debiting by Us as provided herein



3. Your P2P Payments are not prohibited as set forth in the Prohibited Payments section of this disclosure,
4. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control (OFAC), and
5. You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

## **9. Prohibited Payments**

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

1. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
2. Payments that violate any law, statute, ordinance or regulation;
3. Payments that violate the Acceptable Use terms in the Relationships to Other Agreements section below;
4. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
5. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
6. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;

7. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
8. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us immediately of any violations of this section or the Agreement generally.

### **10. Our Responsibilities, Liability, Limitations on Liability; Indemnity**

In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this section.

1. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
2. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control.

In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in Our having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

3. Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in this section.

### **11. Inconsistency of Name and Account Number**

You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances.

### **12. Amendments**

From time to time, We may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.

### **13. Notices, Instructions, Etc.**

1. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
2. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

### **14. Cooperation in Loss Recovery Efforts**

In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

### **15. Relationship to Other Agreements**

You agree that when you use the Service, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement and Electronic Funds Transfer Agreement and Disclosure which can be found on our website.

In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

## **16. Text and Email Alerts**

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

### a. General Provisions for All Text Alerts

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

## **Transfer Money (A2A) Disclosure**

### USER AGREEMENT FOR TRANSFER MONEY (A2A SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") between you, the depositor (hereafter "You" or "Your") and your Financial Institution or its designated third-party processor ("Financial Institution"), authorize Financial Institution to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account").

#### **1. Transmittal of Requests for Entries By You**

You shall transmit requests for transfers, either credit or debit Entries to Financial Institution via the forms and formats accessible on the Financial Institution's online banking web site (the "Website"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.

#### **2. Available Balance**

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

#### **3. Transaction Limits**

There is no limit to the number of transfers in and out of your account that you can make per day. Transfers are limited to \$10,000 per day. These limits are dependent on your account status with us and are subject to change without prior notice.

#### **4. Security Procedure**

- a. You and Financial Institution shall comply with the security procedure requirements with respect to Entries transmitted by You to Financial Institution, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
- b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of

proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Financial Institution. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

## **5. Compliance with Security Procedure**

- a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by You, provided Financial Institution accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website.
- b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

## **6. Processing, Transmittal and Settlement by Financial Institution**

Except as provided in the Rejection of Entries section of this disclosure, Financial Institution shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (vi) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.

## **7. Rejection of Entries**

Financial Institution may reject any request for an Entry which does not comply with the requirements of the Transmittal of Requests for Entries by You, or Security Procedures sections of this disclosure. Financial Institution may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under the The Account section of this disclosure, or the security requirements and procedures on the Website or this Agreement. Financial Institution shall notify You by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, its Effective Entry Date. Financial Institution shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. Financial Institution may

impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk.

## **8. Cancellation or Amendment by You**

You shall have no right to cancel or amend any request for an Entry after its receipt by Financial Institution. The Website will prompt you to verify the accuracy of each request prior to its transmission to Financial Institution. However, if such request is pending, but not transmitted to the ACH, Financial Institution shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not affected. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.

## **9. Notice of Returned Entries**

Financial Institution shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Financial Institution receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of the Transmittal of Requests for Entries by You section of this disclosure, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Financial Institution for any and all expenses, losses, or damages relating to or in connection with any returned Entry.

## **10. Payment by You for Entries**

You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Financial Institution pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry. Available balance is described within the Overdrafts section of the Membership and Account Agreement.

## **11. The Account**

You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Financial Institution may, without prior notice or demand, debit any account maintained by You with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.

## **12. Account Reconciliation**

Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Your periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and You. You agree to notify Financial Institution promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Financial Institution of any discrepancy within thirty (30) days of mailing (or in the case of e-Delivery, making available by Financial Institution) of a periodic statement containing such information, You agree that Financial Institution shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Financial Institution, except as limited by applicable law. Notwithstanding the foregoing, in the event of

a conflict or inconsistency between this Agreement, or your deposit Agreement with Financial Institution, Your Deposit Agreement shall control.

### **13. Your Representations and Agreements; Indemnity**

With respect to each and every request for an Entry initiated by You, You represent and warrant to Financial Institution and agrees that (a) You are authorized to initiate such request for an Entry and hereby authorize Financial Institution to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided (b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Website, (ii) at the time you request an Entry, and (iii) at the time of transmittal or debiting by Financial Institution as provided herein, (c) requests for Entries transmitted to Financial Institution by You are limited to those types of Credit Entries set forth in the Transmittal of Requests for Entries by You section of this disclosure, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control (OFAC), (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the rule regarding provisional payment found in the ACH and Wire Transfers part of the Account Access section of the Membership and Account Agreement and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

### **14. Financial Institution Responsibilities, Liability, Limitations on Liability; Indemnity**

In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. FINANCIAL INSTITUTION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. Financial Institution shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. You agree to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Financial Institution is responsible for, any act or omission of You or any other person described in part (a) of this section.

- a. IN THE EVENT OF FINANCIAL INSTITUTION'S LIABILITY, FINANCIAL INSTITUTION SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR



CONTEMPLATED BY THE FINANCIAL INSTITUTION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM FINANCIAL INSTITUTION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

- b. Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's reasonable control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of Financial Institution, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- c. Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Financial Institution is responsible for any act or omission of You or any other person described in part (a) of this section.

### **15. Inconsistency of Name and Account Number**

You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Financial Institution is not excused in such circumstances.

### **16. Notifications of Change**

Financial Institution shall notify You of all notifications of change received by Financial Institution relating to requests for Entries transmitted by You by telephone, and/or in writing within a reasonable time after the receipt thereof.

### **17. Amendments**

From time-to-time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in Financial Institution's notice to You.

### **18. Notices, Instructions, Etc.**

- a. Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.

- b. Financial Institution shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

### **19. Evidence of Authorization**

You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Financial Institution to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

### **20. Cooperation in Loss Recovery Efforts**

In the event of any damages for which Financial Institution or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Financial Institution and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

### **21. Termination**

You may terminate this Agreement at any time. Such terminate shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of Financial Institution's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

### **22. Relationship to Other Agreements**

You agree that when you initiate Credit or Debit Entries involving an External Account, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement and Electronic Funds Transfer Agreement and Disclosure which can be found on our website. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to You as a result of such violation or amendment. No course of dealing between Financial Institution and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and You regardless of whatever practices and procedures Financial Institution and You may use.

### **23. Text and Email Alerts**

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account

transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

- a. General Provisions for All Text Alerts: By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.

## **Pay Bills (Bill Pay) Disclosure**

### USER AGREEMENT FOR PAY BILLS (BILL PAY SERVICES)

BY SUBMITTING YOUR APPLICATION FOR AN ACCOUNT WITH US, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR PAY BILLS (BILL PAY SERVICES). THIS IS A LEGAL AGREEMENT BETWEEN YOU (END USER) AND US (FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

#### **1. Eligibility**

If you have an active account permitted for Pay Bills, Bill payment Services at your Financial Institution you may use the online or mobile bill payment service (the "Bill Payment Service").

#### **2. Payment Dates**

With the Pay Bills, Bill Payment Service you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by your Financial Institution will be processed on the prior business day.

#### **3. Use of Bill Payment Service**

You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. Your Financial Institution will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.

#### **4. Bill Payment Transfer Methods**

Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.

#### **5. Funding Account**

When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.

#### **6. Scheduling Payments**

The earliest possible Send Date and Deliver Date will be displayed in the Pay Bills screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and

mailing a paper check to the payee. Your Financial Institution is not responsible for delays in the U.S. mail or for processing delays by the payee. Your Financial Institution is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.

## **7. Canceling Payments**

Your Financial Institution withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it.

## **8. Transaction Limits**

There is no limit to the number of bill payments in and out of your account that you can make per day. Transfers are limited to \$25,000 per day. These limits are dependent on your account status with us and are subject to change without prior notice.

## **9. Available Balance**

You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see the Overdrafts section of the Membership and Account Agreement.

## **10. Expedited Bill Payment**

For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

## **11. Text and Email Alerts**

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

### a. General Provisions for All Text Alerts

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.

## **12. Relationship to Other Agreements**

You agree that when you use the Bill Payment Service, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement, and Electronic Funds Transfer Agreement and Disclosure which can be found on our website.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents, and agree to its terms.

# ELECTRONIC CORRESPONDENCE DISCLOSURE AND AGREEMENT

This Electronic Correspondence Disclosure and Agreement is effective between AlumniFi, a trade name of Michigan State University Federal Credit Union ("Credit Union"), and you. Within this document, the words "we," "us," and "our" refer to the Credit Union. The words "you" and "your" refer to you as an AlumniFi account owner.

You agree to accept these terms and conditions and are electing to receive electronic correspondence from us.

- You will receive certain correspondence at the email address you provide to us. The correspondence may include, but is not limited to: agreements, disclosures, terms & conditions, account statement notices, credit card statement notices, IRS tax forms and notices, change in terms notices, investigation notices, notices of resolution, and transaction notices (such as non-sufficient funds and overdraft notices).
- We will accumulate a 24-month online archive of account statements, credit card statements, and IRS tax forms.
- Your consent for electronic IRS tax forms applies to each year IRS tax forms must be furnished to you.
- You agree to electronically view any changes in disclosures, election information, or updates to our products, services, or service charges.
- Some correspondence you receive via email may contain links to our website or digital banking for additional information. If a link to digital banking is provided, you will need to sign in to access the information.
- While enrolled in electronic correspondence, you will not receive the same correspondence via the U.S. Postal Service.
- You must have a valid email address we will use to send information using unencrypted email. You will remain enrolled in our electronic service(s) as long as you have an open account with us. Consecutive undeliverable email attempts may cause us to restrict services until a valid email address is provided.
- In the event that your email address or other contact information is changed, you must notify us of such changes immediately by calling (844) 201-9519, or by signing in to our digital banking platform and clicking the appropriate links to update your contact information. If you fail to update or change an incorrect or invalid email address or other contact information, you understand and agree that any correspondence shall be deemed to have been provided to you if they were made available to you in electronic form on our websites, emailed to the email address we have for you in our records, or delivered through other electronic means.
- Your ability to receive electronic correspondence from us is a term of your account with us. Other than for IRS tax forms, you may not cancel enrollment for electronic correspondence.
- It is your responsibility to access the necessary hardware, software, and other items (collectively referred to as "System Requirements") needed to access our mobile application,

access digital banking and our website, and view, print, or otherwise access necessary information to receive electronic communications from us. The System Requirements include:

- o An internet browser and a computer, operating system, and telecommunications connection to the internet capable of supporting your internet browser. Please refer to our Browser and Operating System Requirements available at [alumnifi.org/supportedsystems](http://alumnifi.org/supportedsystems) for a current list of browsers and operating systems compatible with our digital banking program and mobile application.
- o An email account
- o Software that enables you to view files in the Portable Document Format ("PDF"), in order to view electronic records that are in PDF.
- o Sufficient electronic storage capacity on your computer's hard drive or on your other data storage unit, in order to download and save electronic records.
- o A printer that is capable of printing from your browser, your email, or other applicable software application, or from your hard drive or your other data storage unit, in order to print paper copies of electronic records.
- o A mobile or hand-held computing device with a compatible operating system and telecommunications connection to the Internet, in order to access electronic records using applicable features of our mobile application or digital banking program. Please refer to our Browser and Operating System requirements available at [alumnifi.org/supportedsystems](http://alumnifi.org/supportedsystems) for a current list of operating systems and browsers compatible with our digital banking program and mobile application.



# TRUTH IN SAVINGS AND FUNDS AVAILABILITY DISCLOSURE

This Truth in Savings and Funds Availability Disclosure is part of the Account Agreements and Disclosures you received through the process of opening your account. Your signature(s) on your account application (including your electronic signature through an electronic application process) indicates your agreement, jointly and individually, to the terms and conditions stated in the Account Agreements and Disclosures, which includes this Truth in Savings and Funds Availability Disclosure.

The Truth-in-Savings Act (Act) is a section of the Federal Deposit Insurance Corporation Improvement Act of 1991. The purpose of the Act, and the National Credit Union Administration (NCUA) implementing regulation referred to as NCUA's Truth in Savings rule (TIS), is to promote and simplify comparisons among accounts at all financial institutions. The Act and TIS enables consumers to make informed choices and comparisons among competing claims of financial institutions by requiring disclosure of the interest or dividend rates payable on these accounts and the charges assessable against these accounts.

It is the intent of AlumniFi, a trade name of Michigan State University Federal Credit Union ("Credit Union"), to maintain compliance with the Act and TIS pertaining to disclosure of the terms and conditions of all savings programs. Within this document, the words "we," "us," and "our" refer to the Credit Union. The words "you" and "your" refer to you as an AlumniFi account owner.

The following disclosure information illustrates the various savings and checking alternatives available to our members. Specific features, rates, and charges of our services are subject to change without notice.

The Current Dividends rate sheet and Schedule of Service Charges referenced in this document set forth certain conditions, rates and charges applicable to your accounts with us. The Current Dividends rate sheet and Schedule of Service Charges are available at [alumnifi.org](http://alumnifi.org). If you have any questions regarding this disclosure or accounts we offer, please contact us.

## COMMON FEATURES

All accounts we offer share several common features:

**Membership:** You must open and maintain a \$5.00 par value Membership Share, as noted within the Membership Share section of this disclosure, and be a member in good standing.

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

**Federal Deposit Insurance:** AlumniFi accounts are held at Michigan State University Federal Credit Union and insured by the National Share Insurance Fund, which is administered by the National Credit Union Administration (NCUA), an agency of the United States Government. Accounts opened with a trade name of Michigan State University Federal Credit Union, such as AlumniFi, are not separately insured and do not have additional insurance through that trade name.

**Transaction Limitations:** We reserve the right at any time to require not less than seven days written notice before each withdrawal from a dividend-bearing account or from any other savings account as defined by Federal Reserve Regulation D.

All dividend-bearing accounts we offer share several common features:

**Compounding and Crediting:** Dividends will be compounded and credited to your account monthly. You can view our Current Dividends rate sheet for rates applicable to your account with us.

**Dividend Period:** The dividend period is monthly for all account types. For example, the first dividend period of the calendar year is January 1 through January 31, and the applicable dividend declaration date is February 1. All other dividend periods follow this same pattern of dates.

**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 Noncash Deposits:** Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

**Annual Percentage Yield:** Annual Percentage Yield (APY) is the total amount of dividends paid on an account, based on the dividend rate and the frequency of monthly compounding for a 365-day period, and expressed as a percentage. This rate assumes that a set amount is on deposit at the beginning of the dividend period, that no deposits or withdrawals are made during the dividend period, and funds remain on deposit for one full year at the same dividend rate. Charges may reduce earnings.

## SAVINGS ACCOUNTS

Below are disclosures that apply to the savings accounts (sometimes referred to as shares) we offer:

### AlumniFi Savings

**Rate Information:** The dividend rate and APY may change at any time, as determined by our board of directors. This account is tiered, which means it pays different dividend rates corresponding to applicable account tiers. Once a particular balance range is met, the dividend rate and APY for that tier will apply to the entire balance of the account. The tier applicable to your account can change daily depending on the daily balance in the account. The applicable tiers, dividend rates, and APY will be listed in our Current Dividends rate sheet. If you close your account prior to payment of a dividend, you will not receive any accrued dividends.

**Minimum Balance Requirements:** There is no minimum balance amount to open this account or to earn dividends.

**Transaction Limitations:** No transaction limitations apply to this account, unless otherwise stated in the Membership and Account Agreement or other agreement with us.

**Services Charges:** Please see the Schedule of Service Charges for current charges that may apply to this account.

### Membership Share

**Rate Information:** This is a non-interest bearing and non-dividend bearing account.

**Minimum Balance Requirements:** The minimum balance required to open and maintain this account is \$5.00.

**Transaction Limitations:** This is a non-transactional account. Other than the deposit to this Membership Share that you make at account opening to hold your purchase of a \$5.00 par value share for establishing membership, you cannot make any deposits to, or withdrawals from, this account.

**Service Charges:** Please see the Schedule of Service Charges for current charges that may apply to this account.

## **CHECKING ACCOUNTS**

Below are disclosures that apply to the checking account (sometimes referred to as a share draft) we offer:

### **AlumniFi Checking**

**Rate Information:** The dividend rate and APY may change at any time, as determined by our board of directors. This account is tiered, which means it pays different dividend rates corresponding to applicable account tiers. Once a particular balance range is met, the dividend rate and APY for that tier will apply to the entire balance of the account. The tier applicable to your account can change daily depending on the daily balance in the account. The applicable tiers, dividend rates, and APY will be listed in our Current Dividends rate sheet. If you close your account prior to payment of a dividend, you will receive any accrued dividends.

**Minimum Balance Requirements:** There is no minimum balance requirement to open this account.

**Other Account Requirements:** Please see the Electronic Funds Transfer and Payment Services Agreement and Disclosures for additional terms and conditions applicable to checking accounts we offer.

**Transaction Limitations:** No transaction limitations apply to this account, unless otherwise stated in the Membership and Account Agreement or other agreement with us.

**Service Charges:** Please see the Schedule of Service Charges for current charges that may apply to this account.

## **CHECK 21 ACT — SUBSTITUTE CHECKS AND YOUR RIGHTS**

Here is important information regarding your checking account with us:

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks" or electronic checks. These checks are similar in size to original checks with slightly reduced images of the fronts and backs of the original checks. 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. You will not receive your canceled checks. You may view your canceled checks through digital banking. Because of the Check 21 Act, you may view copies of substitute checks when online. You may copy a check as proof of payment. Occasionally, you may request a copy of a check from us because it is necessary as proof of payment. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

**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 we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and charges that were assessed as a result of the withdrawal.

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 dividends on the amount of your refund if your account is a 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 dividends if your account earns dividends) within 10 business days of us receiving your claim and the remainder of your refund (plus dividends if your account earns dividends) within 45 calendar days after we receive your claim. We may reverse the refund (including any dividends on the refund) if we are later 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 by calling 855-955-2965 or by contacting us online at [alumnifi.org](http://alumnifi.org). You must contact us within 40 calendar days of the date that we delivered 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 the following:

- 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
- A copy of the substitute check and/or the following information to help us identify the substitute check: identifying information (e.g. the check number), the name of the person to whom you wrote the check, and the amount of the check.

## **AVAILABILITY OF FUNDS**

This disclosure is provided in compliance with the Federal Expedited Funds Availability Act and Regulation CC. This policy applies to all deposits into personal checking accounts offered by us. We reserve the right to delay the availability of funds deposited to accounts that are not checking accounts for periods longer than those disclosed in this Truth in Savings and Funds Availability Disclosure. This policy does not apply to deposits made remotely using mobile deposit services as described in the Mobile Remote Deposit Capture section of the Membership and Account Agreement.

For determining the availability of your deposits, every day is a business day except Saturday, Sunday, federal holidays, and our posted holidays. If you make a deposit 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 on a day we are not open, we will consider the deposit made on the next business day.

### **HOLDS ON OTHER FUNDS (CHECK CASHING)**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your checking account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **HOLDS ON OTHER FUNDS (OTHER ACCOUNTS)**

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

### **DELAYED AVAILABILITY**

In some cases, we will not make all of the funds you deposit by check available to you immediately. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day after the day we receive your deposit. If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### **LONGER DELAYS MAY APPLY**

In addition, 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.
- You deposit checks totaling more than \$5,525 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 communications or computer equipment.

Funds will generally be available no later than the 11th business day after the day of your deposit.

Funds from any deposits (cash or checks) made at ATMs we do not own or operate (such as CO-OP ATMs) may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

### **SPECIAL RULES FOR NEW ACCOUNTS**

The following special rules MAY apply during the first 30 days your checking account is open:

Funds from the deposits of cash and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available no later than the ninth business day after the day of your deposit. Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

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

## VISA DEBIT CARD AGREEMENT

This Visa Debit Card Agreement is effective between AlumniFi, a tradename of Michigan State University Federal Credit Union ("Credit Union"), and you. Within this document, the words "we," "us," and "our" refer to the Credit Union. The words "you" and "your" refer to any AlumniFi checking account owner.

You may have a checking (draft) account with us. We issue Visa Debit Cards (herein called "Card" or "Cards") which can be used to make payments and purchases and to get cash advances. If you have a checking (draft) account with us, you may request that we issue a Card(s) to you. **If you request any Card(s), you agree to the following terms and conditions.**

1. The checking account mentioned above is governed by an account agreement you agreed to when you opened your account with us. Electronic funds transfers affecting the account are further governed by a disclosure of terms and conditions related to such transfers given to you by us. This agreement sets out further terms and conditions for that account with respect to use of any Card(s).
2. The Card(s) will be produced with the name(s) as you direct. The person whose name is printed on a Card will immediately sign the Card (in the space provided on the back) and the signature will be in the same form as printed on the Card. You will not permit any other person to use a Card. If you do allow any other person to use a Card, you will be responsible for the use of the Card by the other person until you get the Card back, whether or not you have authorized that use or have previously notified us that you will not be responsible for such use.
3. We can change or cancel this agreement at any time and cancel your privilege to use the Card(s). Any Card is our property and you will destroy any Card(s) upon our request.
4. Your Card is valid until the expiration date on the back of the Card or until the Card has been inactive for 18 consecutive months, at which time the Card will automatically expire. After a Card has expired, it is no longer valid; you will not be able to use the Card and all transactions will be declined. If your Card is active within the prior 12 months, you will automatically be issued a new Card 7-10 business days prior to its expiration date, unless the Card is otherwise terminated. You agree to notify us of any change in address for Card reissuance, disclosure, and other contact purposes.
5. Visa Account Updater (VAU) is an account updating service in which your Card is automatically enrolled. When your Card expires, or is lost or stolen, and a new Card is issued, the service may update relevant Card data (Card number, CVV, and expiration date) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to our Visa database only. The database is accessed only by those qualified merchants seeking your account information after you have requested they process any recurring payments. You understand that neither Visa nor we can guarantee your account updates will be communicated to merchants prior to your next statement date. This service is provided as a free benefit to you. If, at any time, you wish to opt out of the VAU service or if you have any questions, please contact us by phone call at 855-955-2965 or 800-554-8969, or by using the contact information provided in the Contact Us section of this agreement.

6. Your use of a Card to make payments to, purchase merchandise or services from, or obtain cash advances from, any person or firm which honors such Card is your authorization to us to withdraw funds from your checking account to pay Visa sales drafts or cash advance drafts you sign when using the Card. **We will not honor requests to stop payment on a sales draft you sign when using a Card. When you use a Card to make purchases, you understand that a merchant may seek authorization for the payment at an amount determined by the merchant. In that case, we will reduce your available balance by the amount of the authorization.**
7. Your use of any Card is subject to the terms and conditions of the Overdraft section of our Membership and Account Agreement, which is incorporated by reference.
8. You will not make, or permit to be made, any illegal transactions on your account through use of a Card, a check, or in any other manner. We may deny authorization for any internet gambling transaction.
9. We have no liability to you if a person or firm to whom you present a Card refuses to honor the Card or retains the Card, even if at such time the available balance in your account was sufficient to cover the amount of the transaction you wanted to make.
10. Merchants and others who honor a Card may give credits for returns or adjustments. Once notified by the merchant, we will credit the amount to your checking account.
11. International Transactions — When you use a Card for international transactions (transactions initiated at an ATM that dispenses currency other than U.S. dollars or transactions with a merchant that processes the transaction in a country other than the United States), an international transaction charge will be assessed (“International Service Assessment” or “ISA”). You agree to pay a 1.00% ISA for ATM and point-of-sale (i.e. PIN-based) transactions and a 3.00% ISA for all other international transactions and cash advances. The charge will be assessed on international transactions if a currency conversion takes place or if the transaction is processed in U.S. dollars.

When you use a Card at a merchant that settles in, or at an ATM that dispenses currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a wholesale market rate or the government-mandated rate in effect the day before the processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The ISA will be calculated after the transaction has been converted to U.S. dollars. You understand and agree that international transactions include internet and other transactions initiated in the United States with a merchant who processes the transaction in a foreign country, and you acknowledge that international transaction charges may be assessed in such situations.

12. The periodic statement for your checking account will reflect Card transactions you make, but sales or cash advance drafts for those transactions cannot be returned with the statement. You will retain the copies of such drafts that were furnished at the time of the transaction and use them to verify the accuracy of the statement. You may request electronic copies of a check at any time. A fee may be assessed for check copies as stated in the Schedule of Service Charges.



13. If you learn or believe that a Card has been lost or stolen or has been used or may be used by some other person without your permission, you will immediately contact us by phone at 855-955-2965 or by using the contact information provided in the Contact Us section of this agreement. When we are closed, you will call 800-554-8969.
14. Special Unauthorized Use Liability Rule for Visa Debit Card — Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions posted to your lost or stolen Card. This additional limit on liability does not apply to ATM transactions.
15. Even though the sales or cash advance drafts you may sign when using a Card may contain different terms, the terms of your existing agreements with us relating to your checking account, as expanded by this agreement, govern all Card transactions you make.
16. We may amend this agreement from time to time by giving you advance written notice through any email address on file for you, which notice shall be effective when sent. The notice will advise you of the extent, if any, to which such amendment will apply to your then existing obligations to us or our then existing obligations to you.
17. In the event any use of a Card constitutes an electronic funds transfer, the terms and conditions of the disclosure relating to such transfers furnished to you by us will govern such transactions, regardless of this agreement. Your use of a Card in such manner is your authorization to us to withdraw sufficient funds from your checking account to cover such transactions, even though no signed sales draft or cash advance draft is presented to us for the transaction.
18. By activating and using a Card, you agree to be bound by the terms and conditions of this agreement.
19. Contact Us

AlumniFi  
3777 West Road  
East Lansing, MI 48823  
855-955-2965  
[alumnfi.org/contact](http://alumnfi.org/contact)

## Schedule of Service Charges

This Schedule of Service Charges is effective between AlumniFi, a trade name of Michigan State University Federal Credit Union ("Credit Union") and you. Within this document, the words "we," "us," and "our" refer to the Credit Union. The words "you" and "your" refer to you as an AlumniFi account owner.

|   |                             |
|---|-----------------------------|
| <b>Account Overdraft Charges</b>  |                             |
| Non-Sufficient Funds (NSF).....   | No Charge                   |
| <b>Account Service Charges</b>  |                             |
| AlumniFi Digital Banking.....   | No Charge                   |
| Dormant Account.....  | \$5.00 monthly              |
| <i>Perform a transaction within the account annually to avoid the dormant account charge.</i> |                             |
| Escheatment.....  | \$75.00                     |
| <i>Perform a transaction within the account annually to avoid the escheatment charge.</i>     |                             |
| Legal Processing  |                             |
| Garnishment.....  | \$75.00                     |
| Levy.....   | \$75.00                     |
| Online Bill Payment – Pay Bills.....  | No Charge                   |
| Research.....   | \$25.00 per hour            |
| Returned Deposited Item.....  | No Charge                   |
| Stop Payment.....   | \$25.00                     |
| <b>Card Charges</b>   |                             |
| Replacement Debit Card.....   | \$10.00                     |
| Expedited Debit Card  |                             |
| Domestic.....   | \$20.00                     |
| International.....  | \$35.00                     |
| International Service Assessment (ISA) Charge <sup>1</sup>                                    |                             |
| ATM and PIN-Based Transactions.....   | 1.00% of Transaction Amount |
| Signature-Based Transactions.....   | 3.00% of Transaction Amount |
| Non-CO-OP Network ATM <sup>2</sup> .....  | \$1.00 per transaction      |
| <i>Use a CO-OP Network ATM to avoid the non-CO-OP Network ATM charge.</i>                     |                             |
| <b>Checking Account Charges</b>   |                             |
| AlumniFi Checking.....  | No Charge                   |
| <b>Wire Transfer Charges</b>  |                             |
| Incoming Wire Transfer.....   | \$5.00                      |

<sup>1</sup>International transactions are transactions initiated at an ATM that dispenses currency other than U.S. dollars or with a merchant who processes the transaction in a country other than the United States. International transactions include internet and other transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country. ISA charge is calculated after the transaction has been converted to U.S. dollars. <sup>2</sup>A non-CO-OP Network ATM charge may be assessed for each inquiry and each transaction at such an ATM, including a balance inquiry. Multiple charges could be assessed during the same ATM session, such as a balance inquiry fee and a withdrawal fee. Non-CO-OP Network ATMs are those not owned by us or third parties participating in the CO-OP Network.

# PRIVACY POLICY

|              |   |
|--------------|---|
| <b>FACTS</b> | WHAT DOES ALUMNIFI, A TRADE NAME OF MICHIGAN STATE UNIVERSITY CREDIT UNION, DO WITH YOUR PERSONAL INFORMATION?  |
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.        |
| <b>What?</b> | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit scores</li> </ul> |
| <b>How?</b>  | All financial companies need to share members' personal information to run their businesses. In the section below, we list the reasons financial companies can share their members' personal information, the reasons we choose to share, and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Do we share? | Can you limit this sharing? |
|--|--------------|-----------------------------|
| <b>For our everyday business purposes –</b><br>Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes          | No                          |
| <b>For our marketing purposes –</b><br>To offer our products and services to you   | Yes          | No                          |
| <b>For joint marketing with other financial companies</b>  | Yes          | No                          |
| <b>For our affiliates' everyday business purposes –</b><br>Information about your transactions and experiences   | Yes          | No                          |
| <b>For our affiliates' everyday business purposes –</b><br>Information about your creditworthiness   | Yes          | Yes                         |
| <b>For our affiliates to market to you</b>   | Yes          | Yes                         |
| <b>For nonaffiliates to market to you</b>  | Yes          | Yes                         |

## To limit our sharing

- Call 855-955-2965 —  
A member service representative will assist you with your opt-out preferences.
- Visit us online at [alumnifi.org](http://alumnifi.org), log in to your account via digital banking, select the “Messages” option at the top of your screen and leave a secure message.

### **Please note:**

If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we can continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?** Call 855-955-2965 or visit [alumnifi.org](http://alumnifi.org).

## Who we are

|                                      |  |
|--------------------------------------|--|
| <b>Who is providing this notice?</b> | AlumniFi, a trade name of Michigan State University Federal Credit Union |
|--------------------------------------|--|

## What we do

|   |   |
|---|---|
| <b>How do we protect your personal information?</b>                                       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.   |
| <b>How do we collect your personal information?</b>                                       | We collect your personal information, for example, when you: <ul style="list-style-type: none"><li>• Open an account or deposit money</li><li>• Pay your bills or apply for a loan</li><li>• Use your credit or debit card</li></ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| <b>Why can't I limit all sharing?</b>   | Federal law gives you the right to limit only: <ul style="list-style-type: none"><li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li><li>• Affiliates from using your information to market to you</li><li>• Sharing for nonaffiliates to market to you</li></ul>                                |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b> | Your choices will apply to everyone on your account.  |

| <b>Definitions</b>     |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with the MSUFCU name, financial companies such as Spave LLC, nonfinancial companies such as Reseda Group LLC, and other entities such as Desk Drawer Fund.</li> </ul> |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include financial companies such as insurance companies and other companies such as nonprofit organizations.</li> </ul>  |
| <b>Joint Marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include insurance companies, investment partners, and other financial service companies.</li> </ul>  |

# CONTACT US

**Phone:**

855-955-2965

Details and service hours are available at [alumnifi.org/contact](http://alumnifi.org/contact).

**Email or Secure Message:**

Email or Secure Message details and service hours are available at [alumnifi.org/contact](http://alumnifi.org/contact).

**Mail:**

AlumniFi

3777 West Road

East Lansing, MI 48823