

COMMUNITY PROMISE FEDERAL CREDIT UNION

TRUTH IN SAVINGS DISCLOSURES AND SAVINGS ACCOUNT AGREEMENT

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

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

Summarize laws that apply to common transactions;

Establish rules to cover transactions or events which the law does not regulate;

Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

In the following Agreement(s) and Disclosures, the words “you” and “your” mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing a Membership/Account Application Form for each respective account, which mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. As used in this document the words “we”, “our” and “us” mean Community Promise Federal Credit Union.

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

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

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

DEPOSITS: We give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside

business day we are open, or received on a day we are not open for business, as if initiated on the next following business day we are open.

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

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

Individual Account – is an account in the name of one person.

Joint Account – With Survivorship (And Not As Tenants in Common) – is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

AMENDMENTS AND TERMINATION: We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your right to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

STATEMENTS: You must examine your statement for accuracy. You must promptly notify us of any discrepancies. You further agree that if you fail to report any errors in your account within sixty days of the Statement, you cannot assert a claim against us on any items on your statement, and as between you and us the loss will be entirely yours. The 60-day limitation is without regard to whether we used ordinary care.

RIGHT TO REPAYMENT OF INDEBTEDNESS: You each agree that we may (when permitted by law) charge

note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. Our right to repayment arising under this section does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal arises only in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS: We are not required to honor any restrictive legend on checks you write. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00”.

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

PART I. PAYMENT OF DIVIDENDS AND ACCOUNT CONDITIONS

The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of the Community Promise Federal Credit Union. Dividends on all accounts are paid as permitted by the Federal Credit Union Act and NCUA Rules and Regulations.

Community Promise Federal Credit Union uses the daily balance method to calculate dividends. This method applies a periodic rate to the daily balance in the account for the period. The period we use is a monthly statement cycle. Dividends begin accruing as of the date of deposit to the date of withdrawal.

NOTICE: FEDERAL LAW PROHIBITS THE GUARANTEE OF DIVIDENDS SINCE DIVIDENDS ARE BASED ON AVAILABLE EARNINGS AT THE END OF A DIVIDEND PERIOD.

RATE INFORMATION: The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

AT THE PRESENT TIME, THE DIVIDEND RATE ON SHARE ACCOUNTS IS 0.10%, AND THE ANNUAL PERCENTAGE YIELD IS 0.10%

MINIMUM BALANCE REQUIREMENTS: The minimum required to open this account is **\$5.00**.
MINIMUM BALANCE REQUIRED TO EARN A DIVIDEND: \$50.00

The dollar amount and additional conditions regarding any monthly fees can be found on the schedule of services and fees.

ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS: Dividends will begin to accrue on the business day your deposit of noncash items (for example, checks) post to your account.

SAVINGS ACCOUNTS: Dividends are paid on all funds on deposit and are paid monthly to accounts with balances of \$50.00 or more. Paid dividends remaining on deposit will earn dividends at the same rate and on the same terms. The dividend declaration date follows the ending date of the dividend period. If you close your account before dividends are paid, you will not receive the accrued dividends.

PART II. TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

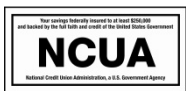
You must be within the Community Promise Federal Credit Union's field of membership as stated in its Charter and bylaws and have a valid, verifiable form of Identification. To earn a dividend you must have a Taxpayer Identification Number (social security number or individual taxpayer identification number) or have applied for one. The membership agreement contains a section you must sign that certifies under penalty of perjury that

The number shown on the form is your correct taxpayer identification number; and that you are not subject to backup withholding because: (a) you are exempt from backup withholding or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are on longer subject to backup withholding, and (3) you are a U.S. person (including a U.S. resident alien).”

All accounts are not transferable except as defined in 12 CFR, Part 204.

FEE SCHEDULE

Minimum amount required to open account	\$ 5.00
Money Orders	\$ 2.00 each
Official Checks	\$ 3.00 each
Loan Late Payment Fee	\$20.00
Non-Sufficient Funds and Overdraft Fee	\$20.00
Returned Check (deposited) Fee	\$ 5.00
Outgoing Domestic Wire Transfer Fee	\$20.00
Outgoing International Wire Transfer Fee	\$35.00
Garnishment Fee	\$25.00
Garnishment/Levy – Court Ordered	\$40.00
ACH Stop Payment Fee	\$20.00
Statement Copy Fee	\$ 3.00
Account Closing Fee – within 90 days of opening	\$ 5.00
Reopen Account Fee	\$10.00
Dormant Account Fee (Inactive account for 365 days-does not apply to minors)	\$ 5.00 per month



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. NCUA, National Credit Union Administration, a U.S. Government Agency.

Community Promise FCU

Electronic Funds Transfer Agreement and Disclosure

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Community Promise Federal Credit Union (CPFCU). In this agreement, the words **you** and **yours** mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words **we**, **us**, and **our** mean the credit union. The word **account** means any one or more savings and checking accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

1. EFT SERVICES – If approved, you may conduct any one or more of the EFT services offered by the credit union.

- **Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings account.
- **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when it will be made and how much it will be.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

2. TRANSFER LIMITATIONS – For all For Christmas Club accounts, if applicable no more than six (6) transfers may be made from each account to another account or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed.

By this agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, hereby is authorized by every other joint account owner to; make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

3. FEES AND CHARGES – There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

4. MEMBER LIABILITY – You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, you are responsible for any transactions they authorize or conduct on any of your accounts.

5. RIGHT TO RECEIVE DOCUMENTATION –

- **Periodic Statements.** Transfers and withdrawals made through any preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (269) 459-1777. This does not apply to transactions occurring outside the United States.

6. ACCOUNT INFORMATION DISCLOSURE – We will disclose information to third parties about your account or the transfers you make:

- As necessary to verify or complete a transaction;
- To verify the existence of your account upon the request of a third party;
- To provide information to credit reporting agencies;
- To comply with government agency or court orders; or
- If you give us your written permission.

7. BUSINESS DAYS – Our business days are Monday through Friday excluding holidays.

8. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the money in your account is subject to legal process or other claim.
- Any other exceptions as established by the credit union.

9. NOTICES – All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

10. BILLING ERRORS – In case of errors or questions about electronic funds transfers from your savings account, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at: 269.459.1777

or write to:

Community Promise FCU

P.O Box 3337

Kalamazoo, MI 49003

Include your name and account number

- Describe the EFT you are unsure about and explain, as clearly as you can why you believe the credit union has made 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 fourteen (14) calendar days. If we ask you to put your complaint or question in writing and we do not receive it within fourteen (14)

We will tell you the results of our investigation in writing within ten (10) business days after we hear from you and we will provisionally correct the error promptly or if the correction is in an amount different than the alleged error we will explain the reason for the difference. We may take up to sixty (60) days to investigate your inquiry. Our provisional credit to your account within (10) business days for the amount you think is in error, allows you the use of the money during the time it takes us to complete our investigation.

We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If we decide that an error did not occur, we will send you a written explanation and we may charge back the corrected amount to your account within sixty (60) days of our notice to you. If you request, we will provide you copies of the documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur. * If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a transaction initiated outside of the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

- 11. TERMINATION OF EFT SERVICES** – You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing. You also agree to notify any participating merchants that authority to make bill payment transfer has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement we may notify any participating merchants making preauthorized debits or credits to any accounts that this agreement has been terminated and that we will not accept any further preauthorized transaction instructions. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transaction made prior to termination.
- 12. GOVERNING LAW** – this agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Michigan and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.
- 13. ENFORCEMENT** – You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

Community Promise Federal Credit Union's Privacy Notice (1/13)

Community Promise Federal Credit Union, your member owned financial institution, is committed to providing you financial products and services to meet your needs and reach your financial goals. We are equally committed to protecting our member's privacy. You can be confident that your financial privacy is a priority of this credit union. We are required by law to provide you with this privacy notice to explain how we collect, use and safeguard your personal financial information. If you have any questions, please contact us at (269) 459-1777.

Information We Collect and Disclose About You

We collect non-public personal information about you from the following sources:

- Information we receive from you on membership and loan applications and other forms;
- Information about your transactions with us or others;
- Information we receive from a consumer reporting agency;
- Information when verifying the information you provide us on an application or other forms. This may be obtained from your current or past employers or from other institutions where you conduct financial transactions.

We may disclose the information we collect, as described previously, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. To protect our member's privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not allow these companies to sell the member information we provide to other third parties.

In order to conduct the business of the credit union, we may also disclose non-public information about you under other circumstances as permitted or required by law. These disclosures typically include information to follow your instructions as you authorize, to conduct the operations of the credit union, or to protect the security of our financial records.

Disclosure of Information about Former Members

If you terminate your membership with Community Promise Federal Credit Union, we will not share information we have collected about you, except as permitted or required by law.

How We Protect Your Information

Access to non-public information about you is limited to those employees who have a specific business purpose in utilizing your data. Our employees are trained in the importance of maintaining confidentiality and member privacy. We maintain physical, electronic, and procedural safeguards that comply with federal regulations and leading industry practices to safeguard your non-public personal information.

What Members Can Do to Help Protect Their Privacy

Community Promise Federal Credit Union is committed to protecting the privacy of its members. Members can help by following these simple guidelines:

- Protect your account numbers, card numbers, PINs (personal identification numbers) and passwords. Never keep your PIN number with your debit or credit card which can provide free access to your accounts if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you, explains the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it.
- Keep your information with us current. It is important that we have your current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

Let us know if you have any questions. Please do not hesitate to contact us at (269) 459-1777 – We are here to serve you!