

ALPENA ALCONA AREA CREDIT UNION

1100 S Bagley St
PO Box 515
Alpena, MI 49707

Phone: 989-356-3577
Toll Free: 800-443-3577
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TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), is a contract that established rules which control your account(s) with us. Please read this carefully. 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 balance, and fees if they are not included in this document. If you have any questions, please call us.

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

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and 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.

As used in this document, the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds of the account.

The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions, unless it would be inconsistent to do so, words and phrases used in the document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS

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

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: An account in the name of one person.

Joint Account with Survivorship (not as tenants in common): An account in the name of two or more persons. Each of you intends when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account No Survivorship (as tenants in common): An account owned by two or more persons, but none of you intends (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree to tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the “number of signatures” necessary for withdrawal.

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

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

Authorized Signor (Individual Accounts only): A single individual is the owner. The authorized signor is merely designated to conduct transaction on the owner’s behalf. We undertake no obligation to monitor transactions to determine that they are on the owner’s behalf.

TEMPORARY ACCOUNT AGREEMENT

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

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

PLEDGES

Unless we agree otherwise in writing, each owner of this account may pledge all of any part of 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.

RIGHT TO REPAYMENT OF INDEBTNESS

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

In addition to these contract rights, we may also have right under a “statutory lien.” A “lien” on property is a creditor’s right to obtain ownership of the property in the event a debtor defaults on a debt. A “statutory lien” is one created by Federal or State statute. If Federal or State law provided us with a statutory lien, then we are authorized to apply without prior notice your shares and dividends to any debt you owe us in accord with that statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (1) it is an Individual Retirement Account or other tax-deferred retirement account, (2) the debt is created by a consumer credit transaction under a

credit card plan (but this does not affect our rights under consensual security interest) or (3) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of the exercise of our right to repayment.

RESTRICTIVE LEGENDS

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

FACSIMILE SIGNATURES

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

ACCOUNT TRANSFER

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

DEPOSITS

We will 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 US dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open or received on a day we are not open for business, as if initiated on the next following business day that we are open.

WITHDRAWALS

Unless clearly indicated otherwise on the account records any of you, acting alone, who signs in the space designated for signatures on 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 the 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 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 the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitation. 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 about when you can withdraw funds you deposit. For those accounts for which our funds availability disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

TELEPHONE TRANSFERS

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

DIRECT DEPOSIT

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

ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code Funds Transfers as adopted in the State in which you have your account with us. If you originate a funds transfer for which Fedwire is used and you identify by name and number a beneficiary financial institution and intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

You agree to be bound by automated clearing house association rules. These rules provide among other things that payments made to you or originated by you are provisional until final settlement is made through a Federal Reserve Bank, or payment is otherwise made as provided by Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited.

If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

STOP PAYMENT

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

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

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

STATEMENTS

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties you will have to either share the loss with us or bear the loss entirely yourself, depending on whether we used ordinary care and if not, whether we substantially contributed to the loss. The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not in any circumstance exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us, the loss will be entirely yours. This 60 day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph.

RESTRICTED TRANSACTIONS

Effective June 1, 2010, the credit union will not accept payments and/or transaction involving internet gambling. If the credit union receives actual knowledge that transaction conducted on your account are the results of internet gambling, your services may be suspended or your account may be closed.

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 rights 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.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

TRANSFER TYPES AND LIMITATIONS

Account access: You may use your card and/or code to:

- Withdraw cash from your share draft or share savings account(s).
- Make deposits to your share draft or share savings account(s).
- Transfer funds between your share draft and share savings account(s) whenever you request.
- Make AAACU loan payments.
- Obtain account information (i.e. balance inquiries).
- Pay for purchases at places that have agreed to accept the card and/or code.
- Pay bills directly and/or by telephone from your share draft or share savings account(s) in the amounts and on the days you request.

Some of these services may not be available at all terminals.

Electronic check conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check to: 1) Pay for purchases or 2) Pay bills.

Limitations on frequency of transfers: For security reasons, the numbers of personal identification number or PIN-based transactions are limited to a combined total of 10 per day.

Limitations on dollar amounts of transfers: For security reasons, PIN-based transactions cannot exceed \$500.00 per day (\$300.00 if we are offline with our network). Additionally, signature-based transactions are limited to a three day spend limit of \$2,000.00 (\$500.00 if we are offline with our network).

FEES

Refer to the separate Fee Schedule Disclosure for complete list of fees that may be assessed against your account.

ATM OPERATOR/NETWORK FEES

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

DOCUMENTATION

Terminal transfers: You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

Preauthorized credits: If you have arranged to have direct deposits made to your account 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 can call us at 989-356-3577 or 800-443-3577 to find out whether or not the deposit has been made.

Periodic statements: You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 989-356-3577 or 800-443-3577 or write us at Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.)

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION'S LIABILITY

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal and/or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- Where it is necessary for completing transfers,
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- In order to comply with government agency or court orders,
- If you give us your written permission, or
- As explained in the separate Privacy Policy Disclosure.

UNAUTHORIZED TRANSFER

Consumer Liability: Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

Also if your statement shows transfers you did not make including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your card and/or code has been lost or stolen, call: (989) 356-3577 or (800) 443-3577 or write: Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

(AAACU- MBRV1214)

In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt; telephone us at 989-356-3577 or 800-443-3577, write us at Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707, or e-mail us at accountdept@aaacu.com as soon as you can.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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 you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business 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 put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. Your account is considered a new account for the first 180 days after the first deposit is made unless each of you already has an established account with us before this account is opened.

We will tell you the results within 3 business days after 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.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday, federal holidays are excluded.

REGULATORY AUTHORITY

If you believe any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Office of Financial and Insurance Regulation, Credit Union Division at PO Box 30224 – Lansing, MI 48909 or the National Credit Union Administration at 1775 Duke Street – Alexandria, VA 22314-3428.

ADDITIONAL EFT DISCLOSURES FOR BUSINESS ACCOUNTS

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

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

The credit union may accept, on your behalf, payments to your account which have been transmitted through one or more automated clearing house which may or may not be subject to the Electronic Fund Transfer Act. Your rights and obligation with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan as provided by the operating rules of the NACHA.

ABILITY TO WITHDRAW FUNDS
-FUNDS AVAILABILITY POLICY-

This policy statement applies to all accounts. Our policy is to make funds from your cash and check deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks you have written.

Please remember 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.

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

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

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

Case-by-Case Delays: In some cases depending on the type of check you deposit, we will not make all of the funds deposited by check available to you on the same day we receive your deposit; however, the first \$200 of your deposits will be made 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 on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we received your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions: 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

ATMs We Own or Operate: Full service ATMs (withdrawals and deposits accepted) are located at the following locations:

- 1100 S Bagley St – Alpena, MI 49707
- 1013 US 23 N – Alpena, MI 49707
- 1501 W Chisholm St – Alpena, MI 49707 (Withdrawals only, located inside Alpena Regional Medical Center)
- 12285 Jerome St – Atlanta, MI 49709
- 111 S Church St – Lincoln, MI 48742

- 103 S State St – Oscoda, MI 48750
- 11610 US 23 S – Ossineke, MI 49766
- 118 W M-55 – Tawas City, MI 48764

You may only make deposits to ATMs located in the State of Michigan.

TRUTH-IN-SAVINGS DISCLOSURE

REGULAR SHARE ACCOUNT

Rate Information: The dividend rate and annual percentage yield may change at any time as determined by the credit union board of directors.

Compounding and Crediting: Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period: For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the third Monday of the last month of the dividend period. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance: The minimum balance to open this account is the purchase of one share in the credit union (par value of share is \$5.00). Please see the bylaw requirements in the common features section for additional information. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits: Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the common features section; however, a fee may be assessed as applicable for overdrafts created by ATM withdrawals or by other electronic means.

Fees and Charges: See separate fee schedule.

PREFERRED SHARE ACCOUNT

Rate Information: The dividend rate and annual percentage yield may change at any time as determined by the credit union board of directors.

Compounding and Crediting: Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period: For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the third Monday of the last month of the dividend period. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance: No minimum balance requirements apply to this account.

Daily Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits: Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the common features section; however, a fee may be assessed as applicable for overdrafts created by ATM withdrawals or by other electronic means.

Fees and Charges: See separate fee schedule.

MONEY MARKET ACCOUNT

Tiered Rate Structure: This is a tiered rate account. The interest paid is calculated on a tiered rate structure. If the daily balance is greater than \$2,000 but less than \$100,000, the first tier rate will be paid on the entire balance of the

account. If the daily balance is \$100,000 or greater, the second tier interest rate will be paid on the entire balance of the account.

Rate Information: The interest rate and annual percentage yield may change every month as determined by the credit union management and in accordance with market conditions.

Compounding and Crediting: Interest will be compounded every month. Interest will be credited to the account every month.

Effect of Closing an Account: If you close your account before interest is paid, you will not receive the accrued interest.

Minimum Balance Requirements: The minimum balance required to open this account is \$2,000. You must maintain a minimum daily balance of \$2,000 in your account each day to obtain the disclosed annual percentage yield.

Daily Balance Computation Method: Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

Transaction Limitations: This is a limited transaction account. During any month, you will be granted no more than six withdrawals and/or transfers out of this account; otherwise, the account will be subject to closure by the credit union. Transfer limitations apply to transfers to subaccounts under this same account number or transfers to other credit union accounts via telephone, in-person, online or through other similar access channels, as well as transfers to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction or similar order to a third party.

CLUB ACCOUNT

Rate Information: The dividend rate and annual percentage yield may change at any time as determined by the credit union board of directors.

Compounding and Crediting: Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period: For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the third Monday of the last month of the dividend period. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance: No minimum balance requirements apply to this account.

Daily Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits: Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the common features section.

Vacation Club Account – Runs from June 1 through May 31 each year; however, the account may be open any time throughout the year; automatic transfer of funds to savings (or share draft if requested) on June 1 or the first business day of the month in the month of June.

Christmas Club Account – Runs from October 1 through September 30 each year; however, the account may be open any time throughout the year; automatic transfer of funds to savings (or share draft if requested) on October 1 or first business day of the month in the month of October.

IRA SHARE ACCOUNT

Rate Information: The dividend rate and annual percentage yield may change at any time as determined by the credit union board of directors.

Compounding and Crediting: Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend Period: For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the third Monday of the last month of the dividend period. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance: No minimum balance requirements apply to this account.

Daily Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-Cash Deposits: Dividends will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

Transaction Limitations: You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction or similar order to a third party.

SHARE DRAFT ACCOUNT

Minimum Account Balance: No minimum balance requirements apply to this account.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the common features section; however, a fee may be assessed as applicable for overdrafts created by checks, in-person withdrawals, ATM withdrawals or by other electronic means.

Fees and Charges: See separate fee schedule.

HEALTH SAVINGS (CHECKING) ACCOUNT

The following is a description of a Health Savings Account (HSA) at this credit union. Alpena Alcona Area Credit Union follows the standard set by the Internal Revenue Service and abides by their rules and regulations.

Rate Information: The interest rate and annual percentage yield may change every month as determined by the credit union management and in accordance with market conditions.

Compounding and Crediting: Interest will be compounded every month. Interest will be credited to your account every month.

Effect of Closing an Account: If you close your account before interest is paid, you will not receive the accrued interest.

Minimum Balance Requirements: No minimum balance requirements apply to this account.

Daily Balance Computation Method: Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest will begin to accrue on the business day you deposit noncash items (e.g. checks) to your account.

Transaction Limitations: There are no automatic transfers allowed into this checking account to cover possible overdrafts. This account is also not eligible to have an overdraft loan advanced into it. No other transaction limitations apply to this account unless otherwise stated in the common features section.

Other Features: The HSA may not be pledged, transferred or assigned. This account is not subject to any pledge that you have signed or may sign in the future.

Overdraft protection features do not apply to this account.

The use of HSA funds is the responsibility of you, the member. Alpena Alcona Area Credit Union will report all withdrawals from the account whether by check, ATM/Debit or cash to the IRS as normal distributions. You should complete a withdrawal form for all other transactions, such as withdrawing an excess contribution before the early withdrawal deadline.

By opening the account, you agree to all the terms and conditions.

Fees and Charges: See separate fee schedule.

CERTIFICATE OF DEPOSIT/IRA

Rate Information: The interest rate and annual percentage yield are fixed for the term of the certificate.

Compounding and Crediting: Interest is compounded quarterly and credited quarterly in accordance with the payment method requested when the certificate of deposit was purchased.

Minimum Balance Requirement: The minimum purchase requirement is \$500.00.

Daily Balance Computation Method: Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day

Accrual of Interest on Non-Cash Deposits: Interest will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

Transaction Limitations: After the certificate is purchased, no additional monies can be added until the stated maturity date. Partial withdrawals may be made throughout the term of the account; however, early withdrawal penalties will

apply. This account may not be used for any electronic withdrawals or automatic transfers out of this account and into any other Alpena Alcona Area Credit Union account.

Early Withdrawal Penalty: An early withdrawal penalty will be imposed for withdrawals before maturity.

Withdrawal of Interest Prior to Maturity: The annual percentage yield is based on the assumption that interest will remain in the account until maturity; any withdrawal of interest will reduce earnings.

Automatically Renewable Account: Members who opt to automatically renew their certificate of deposit must contact the credit union on the maturity date for the new interest rate. Members have ten (10) calendar days after the maturity date to withdraw funds without penalty.

Other Features: Please refer to our separate rate sheet for information on current interest rates, annual percentage yields and time requirements. See the plan disclosure if this account is part of an IRA or other tax qualified plan.

YOUTH CERTIFICATE OF DEPOSIT

The credit union offers certificates for our young savers under the age of 19.

Rate Information: The interest rate and annual percentage yield are fixed for the term of the certificate.

Compounding and Crediting: Interest is compounded quarterly and credited quarterly in accordance with the payment method requested when the certificate of deposit was purchased.

Minimum Balance Requirement: The minimum purchase requirement is \$100.00.

Daily Balance Computation Method: Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day

Accrual of Interest on Non-Cash Deposits: Interest will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

Transaction Limitations: After the certificate is purchased, no additional monies can be added until the stated maturity date. Partial withdrawals may be made throughout the term of the account; however, early withdrawal penalties will apply. This account may not be used for any electronic withdrawals or automatic transfers out of this account and into any other Alpena Alcona Area Credit Union account.

Early Withdrawal Penalty: An early withdrawal penalty will be imposed for withdrawals before maturity.

Withdrawal of Interest Prior to Maturity: The annual percentage yield is based on the assumption that interest will remain in the account until maturity; any withdrawal of interest will reduce earnings.

Automatically Renewable Account: Members who opt to automatically renew their certificate of deposit must contact the credit union on the maturity date for the new interest rate. Members have ten (10) calendar days after the maturity date to withdraw funds without penalty.

Other Features: Please refer to our separate rate sheet for information on current interest rates, annual percentage yields and time requirements.

COMMON FEATURES

Bylaw Requirement: You must complete payment of one share in your Regular Share account as a condition of admission to membership.

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

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

National Credit Union Share Insurance Fund: Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

TERMS AND CONDITIONS OF YOUR SHARE DRAFT ACCOUNT

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. Please read this carefully. 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.

As used in this document, the words “we,” “our,” and “us” mean the financial institution, and the words “you” and “your” mean the account holder(s) and anyone else with authority to deposit, withdraw, or exercise control over the funds in the account.

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 have authorized Alpena Alcona Area Credit Union to establish a share draft account for you.

The credit union is authorized to pay share drafts signed by you or honor any other properly authorized payment requests and to charge all such payments against the shares in this account. It is further agreed that:

1. Only share draft blanks (and other methods) approved by the credit union may be used to make withdrawals from this account.
2. All non-cash payments received in this account will be credited subject to final payment of such items.
3. The credit union is under no obligation to pay a share draft or honor any other payment request that exceeds the fully paid and collected share balance in this account. However, we may, at our discretion, pay such an item. If we pay such an item, it is agreed that the credit union shall be immediately reimbursed by you to the extent that such an item exceeds the share balance in this account. Such reimbursement shall be in cash, unless another manner of reimbursements has been authorized below.
4. The credit union may pay a share draft on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the share draft unless we have, prior to presentment and with reasonable time for us to act, received a separate notice of postdating or stop payment order concerning the share draft.
5. When paid, share drafts become the property of the credit union and will not be returned either with the periodic statement of this account or otherwise. Copies of such share drafts will be provided, if requested, and the credit union may charge a fee for providing such copies.
6. The credit union is not liable for any action it takes regarding the payment or nonpayment of a share draft or other payment except if its own negligence has directly resulted in a loss, in which case, it may be liable depending on other relevant facts.
7. Any objection respecting any item shown on a periodic statement of this account is waived unless made in writing to the credit union before the end of 60 days after the statement is mailed.
8. This account is subject to the credit union’s right to require advance notice of withdrawal, as provided in our bylaws.
9. This account is also subject to such other terms and conditions as the credit union may establish from time to time. Such other terms and conditions include, without limitation, service charges for stop payment orders, drafts, and other items returned for insufficient funds, and any other services as designated by the credit union. We may change the terms and conditions of this account upon giving a 30-day written notice. Notice may be given by U.S. mail, first class, postage prepaid, to my/our last know address, as reflected in the credit union’s records. Notice to any one owner shall be notice to all owners.

The Terms and Conditions addressed above directly affect your share draft account. They are in addition to and by no means do they replace the “Terms and Conditions of Your Account” disclosure received upon opening your membership with Alpena Alcona Area Credit Union.

OVERDRAFT PRIVILEGE DISCLOSURE

We believe it is important for you to use your share draft/checking account responsibly and to never intentionally overdraw your account; however, we realize that financial shortfalls happen from time to time and we have several options available for you. As a benefit to our members, we offer these useful services to cover you in the event that you overdraw your share draft/checking account.

Overdraft Protection Options:

TRANSFER FROM ANOTHER ACCOUNT – If you have other accounts with us, you can authorize us to transfer the funds needed to cover your overdraft.

LINE OF CREDIT – A line of credit is available to cover overdrafts. This service requires you to complete an application and approval is based on your credit worthiness. The amount of your limit varies.

OVERDRAFT PRIVILEGE – Overdraft Privilege is a service we add to your share draft/checking account to cover overdrafts to a set limit, subject to the eligibility criteria as explained below. With Overdraft Privilege we will generally pay your overdraft items up to \$500.00. Both the amount of the overdraft and all applicable fees, including but not limited to the \$25.00 overdraft fee(s), are included in this limit. Whether your overdrafts will be paid is discretionary, and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you have too many overdrafts. When we pay overdraft items for you, you will be charged our normal overdraft fee which is currently \$25.00 for each item that is presented, and more than one fee may be charged against your account each day. (Effective August 1, 2011, the credit union will not assess an overdraft privilege fee on any item of \$5.00 or less that is presented through our overdraft privilege program.)

COMPARISON OF OPTIONS – To ensure full understanding of the above mentioned overdraft payment options the following example is being provided: 4 checks, each written for \$25.00, attempt to clear your account and funds are not available.

- Through overdraft privilege, you will be charged a \$25.00 per item overdraft privilege fee or in this instance \$100.00 in fees.
- With an overdraft line of credit, your 4 checks at \$25.00 each would clear with no fees. The \$100.00 you were short would be transferred from your line of credit. You would only pay the interest on the amount your account was short.

Eligibility: All consumer share draft accounts are eligible for participation at our discretion which is based on members managing their share draft/checking account in a responsible manner. ODP may be denied, suspended, or permanently removed from the member's account based on the following criteria:

- Account has been opened less than 30 days or if they were overdrawn for more than 5 consecutive days during the first 30 days that their account was open.
- Account is not brought to a positive balance within 30 days of becoming overdrawn.
- More than 30 days past due on any loan or delinquent on any other obligation to us.
- Subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- Have a current outstanding balance in an overdraft repayment plan.
- Account is being reviewed for fraudulent activity or transactions.
- Primary account holder is a minor (less than 18 years old).
- A ChexSystems or any other negative indicator is present.
- Account is classified as dormant.
- Account is a business or organizational account.
- Account is a "special" account such as a fiduciary trust, escrow, representative payee, guardian, etc.
- The credit union believes the member is not managing their account in a responsible manner which may harm them or us.

Transactions Covered by Overdraft Privilege:

Overdraft privilege will be available for checks, in-person withdrawals, ACH transactions, preauthorized automatic transfers, internet banking, and telephone banking. Overdraft privilege will not be available for ATM and everyday debit card transactions unless you authorize the credit union by completing an ATM/Debit Card Consent Form or "Opt-in."

**If you have consented to overdraft privilege for ATM transactions, please verify your balance before initiating an ATM cash withdrawal. All overdrafts will be subject to our \$25.00 overdraft fee for each withdrawal until the account returns to a positive balance.*

***Please be aware that holds placed against electronic transactions (i.e. hotel or rental car deposits) may cause your account to become overdrawn.*

Payment Order of Items: The order in which items are presented may affect the total fees incurred by a member. The first items we pay are any checks cashed by our employees or you have written to us. We then pay any items submitted electronically, such as ATM withdrawals, ACH items, any debit card transactions, preauthorized automatic transfers, telephone initiated transfers, and any other electronic transfers. Finally, we pay the remaining items based on lowest to highest dollar amount.

Opt Out: You may never need to take advantage of the Overdraft Privilege option, but you may find it useful in the event of a temporary shortfall. If you do not want to have Overdraft Privilege, simply contact us. We will provide you with an opt-out form to remove this benefit from your account.

Additional Information: Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories, and the credit union with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

Waiver: The credit union's forbearance from, or delay in, exercising any of the credit union's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the credit union's rights, remedies, or privileges.

You and the credit union agree the exclusive remedy and forum for all disputes arising out of the overdraft privilege or your or credit union's performance there under, except for matters you or credit union take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association except as prohibited by law.

PRIVACY POLICY

FACTS	WHAT DOES ALPENA ALCONA AREA CREDIT UNION DO WITH YOUR PERSONAL INFORMATION
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Why?	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.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social security number and income ▪ Account balances and transaction history ▪ Credit history and credit card or other debt <p>When you are no longer our member, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Alpena Alcona Area Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Alpena Alcona Area Credit Union share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies – Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We do not share
For non-affiliates to market to you	No	We do not share

Questions?	Call (800) 443-3577 or go to www.aaacu.com
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What we do	
How does Alpena Alcona Area Credit Union protect my personal information?	<p>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.</p> <p>We also restrict access to your personal information to only those employees who need to know in order to perform his/her job duties or provide you with quality products and services.</p>
How does Alpena Alcona Area Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ Open an account or provide account information ▪ Apply for a loan or use your credit or debit card ▪ Make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus, affiliates, and other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ Sharing for affiliates everyday business purposes – information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ▪ <i>Our affiliates include credit union service organizations such as Neighborhood Mortgage Solutions, LLC.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ▪ <i>Alpena Alcona Area Credit Union does not share with non-affiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include insurance and financial service companies.</i>