

**MUSKEGON FEDERAL CREDIT UNION**  
**MEMBERSHIP DISCLOSURE**  
**IMPORTANT INFORMATION FOR OUR MEMBERS**  
**FEBRUARY 27, 2020**

THIS DOCUMENT, ALONG WITH ANY OTHER DOCUMENTS WE GIVE YOU PERTAINING TO YOUR ACCOUNT(S), IS A CONTRACT WITH ESTABLISHED RULES, WHICH CONTROL YOUR ACCOUNT(S) WITH US. PLEASE READ THIS CAREFULLY. IF YOU SIGN THE SIGNATURE CARD OR OPEN AND CONTINUE TO HAVE YOUR ACCOUNT WITH US, YOU AGREE TO THESE RULES. IF YOU HAVE QUESTIONS, PLEASE CALL US AT 231-722-7285.

**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 REVIEW 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.

**ACCOUNTS FOR MINORS (UNDER AGE 16)** – WE WILL REQUIRE ANY ACCOUNT ESTABLISHED BY A MINOR TO BE A MULTIPLE PARTY ACCOUNT WITH AN OWNER WHO HAS REACHED THE AGE OF 18 AND WHO SHALL BE LIABLE TO US FOR ANY RETURNED ITEM, OVERDRAFT, OR UNPAID CHARGES OR AMOUNTS ON SUCH ACCOUNT. ONCE AGE 16 IS REACHED WE WILL REQUIRE A NEW SIGNATURE CARD BE COMPLETED TO OBTAIN A LEGAL SIGNATURE.

**DEPOSITS BY MAIL OR OUTSIDE DEPOSITORY** – YOU MAY DEPOSIT CHECKS BY MAIL OR AT OUR OUTSIDE DEPOSITORY. YOU SHOULD ENDORSE THE CHECK WITH THE WORDS “FOR DEPOSIT ONLY.” YOU SHOULD INCLUDE YOUR ACCOUNT NUMBER ON YOUR DEPOSIT; HOWEVER, WE MAY APPLY YOUR DEPOSIT TO ANY LOAN BALANCE OR TO ANY AMOUNT THAT YOU OWE US. WE MAY RETURN A CHECK BACK TO YOU IF DEEMED NECESSARY. RECEIPTS FOR SUCH TRANSACTIONS WILL BE MAILED TO YOU ONLY IF A SELF-ADDRESSED STAMPED ENVELOPE IS PROVIDED. FOLLOWING YOUR DEPOSIT, EXAMINE YOUR STATEMENT OR CALL US TO ENSURE THAT WE RECEIVED YOUR ITEM.

**DORMANT ACCOUNTS** – ARE ACCOUNTS WITH NO DEPOSITS OR WITHDRAWALS WITHIN A ONE-YEAR PERIOD. WE HAVE THE RIGHT TO IMPOSE DORMANT SERVICE CHARGES WITH RESPECT TO OUR DORMANCY PROCEDURES. WE HAVE NO LIABILITY FOR YOUR ACCOUNT IF IT BECOMES DORMANT AND SUBJECT TO ESCHEATAGE IN ACCORDANCE WITH STATE AND/OR FEDERAL LAWS.

**ELECTRONIC COMMUNICATION CONSENT** – BY ACCEPTING THE ONLINE BANKING USE AGREEMENT THROUGH THE IT’S ME 247 ONLINE BANKING WEBSITE, YOU ARE AUTHORIZING MFCU TO COMMUNICATE WITH YOU BY ELECTRONIC MEANS AND YOU ARE RESPONSIBLE FOR ANY FEES THAT MAY OCCUR BY MEANS OF THE ELECTRONIC COMMUNICATION. FORMS OF ELECTRONIC COMMUNICATION WILL INCLUDE BUT IS NOT LIMITED TO EMAIL AND SMS TEXT MESSAGES. IF YOU WISH TO OPT OUT OF ELECTRONIC COMMUNICATION, YOU CAN CONTACT THE CREDIT UNION AT 231-722-7285, EMAIL THE REQUEST TO [MUSKFCU@MEMBERREACH.COM](mailto:MUSKFCU@MEMBERREACH.COM), TEXT “STOP” TO 231-722-7285, SUBMIT YOUR REQUEST IN WRITING TO 65 W. LAKETON AVENUE, MUSKEGON, MI 49441 OR IN PERSON AT ONE OF OUR LOCATIONS. ELECTRONIC COMMUNICATION SHOULD CONTAIN LIMITED PERSONAL INFORMATION. (NO ACCOUNT NUMBERS OR SOCIAL SECURITY NUMBERS) MFCU IS NOT LIABLE FOR THE SECURITY OF ELECTRONIC COMMUNICATION CONTAINED ON A DEVICE OR COMPUTER NOT OWNED BY MFCU.

**INDIVIDUAL INFORMATION** – YOU ARE RESPONSIBLE TO KEEP YOUR ADDRESS, PHONE NUMBER, E-MAIL ADDRESS AND OTHER INFORMATION CURRENT WITH US. IN THE EVENT WE ARE UNABLE TO LOCATE YOU, YOU AGREE TO PAY ALL FEES AND COSTS ASSOCIATED WITH MAINTAINING AN INVALID ADDRESS IN OUR RECORDS, ALONG WITH ALL FEES AND COSTS INCURRED IN ATTEMPTING TO LOCATE YOU.

**INCOMPLETE SIGNATURE CARDS** – IF ALL ACCOUNT OWNERS HAVE NOT YET SIGNED THE SIGNATURE CARD OR THAT SOME OTHER ACCOUNT OPENING REQUIREMENT HAS NOT BEEN COMPLETED, WE MAY AGREE TO OPEN THE ACCOUNT(S), BUT MAY PLACE RESTRICTIONS ON THE USE OF THE ACCOUNT(S) OR ACCESS TO THE FUNDS WITHIN THE ACCOUNT(S) UNTIL THE ACCOUNT OPENING REQUIREMENTS ARE MET.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** – IF WE ARE SERVED WITH A GARNISHMENT, LEVY, SUBPOENA OR SIMILAR ORDER RELATING TO YOUR ACCOUNT, (TERMED “LEGAL ACTION” IN THIS SECTION) WE WILL COMPLY WITH THAT LEGAL ACTION. IN THESE CASES, WE WILL NOT HAVE ANY LIABILITY TO YOU IF THERE ARE INSUFFICIENT FUNDS TO PAY YOUR ITEMS BECAUSE WE HAVE WITHDRAWN FUNDS FROM YOUR ACCOUNT OR RESTRICTED ACCESS TO YOUR FUNDS IN ACCORDANCE WITH LEGAL ACTION. ANY FEES OR EXPENSES WE INCUR IN RESPONDING TO ANY LEGAL ACTION MAY BE CHARGED AGAINST YOUR ACCOUNT. OUR FEE SCHEDULE SPECIFIES ADDITIONAL FEES THAT WE MAY CHARGE FOR CERTAIN LEGAL ACTIONS.

**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 SEPARATE SCHEDULE OF FEES, AS MAY BE AMENDED FROM TIME TO TIME. YOU AUTHORIZE US TO DEDUCT THESE CHARGES DIRECTLY FROM THE ACCOUNT BALANCE AS ACCRUED. YOU AGREE TO PAY ANY ADDITIONAL REASONABLE CHARGES FOR SERVICES YOU REQUEST, WHICH ARE NOT COVERED BY THIS DISCLOSURE.

**LIMITATION OF SERVICES** – WE RESERVE THE RIGHT TO LIMIT YOUR SERVICES IF YOU CAUSE THE CREDIT UNION A LOSS OR ARE VIOLENT, BELLIGERENT, DISRUPTIVE, OR ABUSIVE. THE MEMBER MAY ONLY BE ALLOWED TO HAVE A REGULAR SHARE ACCOUNT AND VOTE AT THE ANNUAL MEETING. IF A MEMBER IS VIOLENT, BELLIGERENT, DISRUPTIVE, OR ABUSIVE, MANAGEMENT MAY REFUSE TO PERMIT THE MEMBER ONTO THE CREDIT UNION PREMISES.

**PAR VALUE** – TO BE A MEMBER AND MAINTAIN ACCOUNTS WITH US YOU MUST PURCHASE 1 SHARE (\$5.00) IN THE CREDIT UNION. THE PAR VALUE CAN ONLY BE WITHDRAWN AND THE MEMBERSHIP CLOSED BY THE PRIMARY MEMBER (OWNER NAME 1 ON THE SIGNATURE CARD). IF YOU GO BELOW PAR VALUE AND DO NOT INCREASE THE BALANCE WITHIN 2 TO 4 WEEKS DEPENDING ON THE SITUATION, WE MAY TERMINATE YOUR MEMBERSHIP.

**POWER OF ATTORNEY** – YOU MAY WISH TO APPOINT AN AGENT TO CONDUCT TRANSACTIONS ON YOUR BEHALF. WE HAVE NO DUTY OR AGREEMENT TO MONITOR OR ENSURE THAT THE ACTS OF THE AGENT ARE FOR YOUR BENEFIT. WE WILL NEED TO MAKE A COPY OF THE POWER OF ATTORNEY FORM. WE WILL HONOR TRANSACTIONS OF THE AGENT UNTIL (A) WE HAVE RECEIVED WRITTEN NOTICE OR HAVE ACTUAL KNOWLEDGE OF THE TERMINATION OF THE AUTHORITY OR THE DEATH OF AN OWNER, AND (B) WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE OR KNOWLEDGE. YOU AGREE NOT TO HOLD US RESPONSIBLE FOR ANY LOSS OR DAMAGE YOU MAY INCUR AS A RESULT OF OUR FOLLOWING INSTRUCTIONS GIVEN BY AN AGENT ACTING UNDER A VALID POWER OF ATTORNEY.

**SECURITY** – IT IS YOUR RESPONSIBILITY TO PROTECT YOUR ACCOUNT NUMBER AND DEBIT/CREDIT CARD NUMBERS. NEVER GIVE YOUR INFORMATION OUT FOR A TRANSACTION THAT YOU DID NOT INITIATE. IT MAY BE A SCAM. KEEP YOUR ACCOUNT NUMBER AND DEBIT/CREDIT CARD NUMBERS IN A PLACE THAT ONLY YOU HAVE ACCESS TO. DO THE SAME FOR PASSWORDS AND PINS. IF YOU EVER ENCOUNTER SUSPICIOUS ACTIVITY ON YOUR CREDIT UNION ACCOUNT, CONTACT US IMMEDIATELY.

**SUSPECTED FRAUD OR ABUSE ON AN ACCOUNT** – IF THE CREDIT UNION SUSPECTS FRAUD OR ABUSE ON YOUR ACCOUNT, WE RESERVE THE RIGHT TO FREEZE FUNDS.

**TERMINATION OF MEMBERSHIP** – YOUR MEMBERSHIP MAY BE TERMINATED FOR ANY REASON ALLOWED UNDER APPLICABLE LAW, IN ACCORDANCE WITH OUR BYLAWS. UPON TERMINATION, WE WILL PAY YOU ANY AMOUNTS PAID ON SHARES AS DEPOSITS, AND ANY DIVIDENDS OR INTEREST ACCRUED ON THE SHARES OR DEPOSITS BEFORE THE DATE OF PAYMENT. TERMINATION DOES NOT ACT AS A RELEASE FROM ANY REMAINING LIABILITY TO US.

#### **UCC4A DISCLOSURES**

**PROVISIONAL PAYMENT DISCLOSURE** – CREDIT GIVEN BY US, MUSKOGON FEDERAL CREDIT UNION, TO YOU WITH RESPECT TO AN AUTOMATED CLEARING HOUSE CREDIT ENTRY IS PROVISIONAL UNTIL WE RECEIVE FINAL SETTLEMENT FOR SUCH ENTRY THROUGH A FEDERAL RESERVE BANK. IF WE DO NOT RECEIVE SUCH FINAL SETTLEMENT, YOU ARE HEREBY NOTIFIED AND AGREE THAT WE ARE ENTITLED TO A REFUND OF THE 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.

**NOTICE DISCLOSURE** – UNDER THE OPERATING RULES OF THE NATIONAL AUTOMATED CLEARING HOUSE ASSOCIATION, WHICH ARE APPLICABLE TO ACH TRANSACTIONS INVOLVING YOUR ACCOUNT, WE ARE NOT REQUIRED TO GIVE NEXT DAY NOTICE TO YOU OF RECEIPT OF AN ACH ITEM AND WE WILL NOT DO SO. HOWEVER, WE WILL CONTINUE TO NOTIFY YOU OF THE RECEIPT OF PAYMENTS IN THE PERIODIC STATEMENTS WE PROVIDE TO YOU.

**CHOICE OF LAW DISCLOSURE** – WE MAY ACCEPT ON YOUR BEHALF PAYMENTS TO YOUR ACCOUNT WHICH HAVE BEEN TRANSMITTED THROUGH ONE OR MORE AUTOMATED CLEARING HOUSES (ACH) AND WHICH ARE NOT SUBJECT TO THE ELECTRONIC FUND TRANSFER ACT AND YOUR RIGHTS AND OBLIGATIONS 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 NATIONAL AUTOMATED CLEARING HOUSE ASSOCIATION, WHICH ARE APPLICABLE TO ACH TRANSACTIONS INVOLVING YOUR ACCOUNT.