



## **MEMBERSHIP AND ACCOUNT AGREEMENT**

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

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

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

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

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

### **2. Taxpayer Identification Numbers and Backup Withholding**

If you cannot furnish your Taxpayer Identification Number (TIN) to us, we may not permit you to open an account until you can provide it. Incorrect TINs may cause backup withholding. Backup withholding on your account requires us to deduct a percentage of your dividends and certain other payments and remit such amount to the Internal Revenue Service (IRS). You may be subject

to withholding if you are required to complete a W-8BEN form and have not done so, the form is incomplete, or a previously submitted W-8BEN form has expired.

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

An account with only one owner is defined as a single-party account. If the account owner dies, the remaining funds in the account will be transferred subject to other terms of this agreement and applicable law. We may process payments, transfers, and withdrawal requests of an owner, or owner's agent, until we are notified of an owner's death. For the purpose of this agreement, remaining funds are defined as funds left within the account after enforcement of all setoffs, security interests and pledges, and satisfaction of other financial obligations owed under the account.

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

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

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

We recommend you obtain an independent legal opinion if you have questions about how your beneficiary designations may be affected by applicable state law.

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

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

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

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

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

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

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

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

### a. Endorsements

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

### b. Items Payable in a Fiduciary Capacity

Checks made payable to an individual in a fiduciary capacity must be negotiated through an account for that fiduciary role. If a check payable to an individual in a fiduciary capacity is presented for negotiation through an account that does not list that fiduciary relationship, we may deny the request and require the check to be negotiated through an account specific to that fiduciary relationship. If a check payable to you in your fiduciary role is deposited into a nonfiduciary account, you waive any and all claims and causes of action against us related to

the check and related deposit, and agree to indemnify and hold us harmless against any and all claims by third parties including the payor and intended beneficiary(ies). This section also applies to checks or items payable to a probate estate or similar fiduciary account, even if a check or item does not reference a specific individual's fiduciary capacity.

#### c. Collection of Items

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

#### d. Final Payment

Until we collect final payment, all items or Automated Clearing House (ACH) transfers posted to your account are provisional. We may charge your account the total amount of such items or ACH transfers if final payment is not received. Any collection charges we incur may be charged to your account. We reserve the right to reject or return any item or funds transfer or to close your account.

#### e. Direct Deposits

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

#### f. Crediting of Deposits

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

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

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

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

a. Eligible Items

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

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

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

b. Endorsements and Procedures

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

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

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

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

We reserve the right to impose daily limits on the aggregate amount of and/or number of deposits you may make using our RDC service. We may modify these limits at any time and without notice. Current limits are presented to you in our RDC service interface. Your enrollment in our RDC services generally occurs when you become an account owner; however, we reserve the right to deny your enrollment in and terminate your access to RDC service at our sole discretion.

You warrant to us that:

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

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

## **9. Account Access**

### a. Authorized Signature

Your electronic signature on your account application is required in order for you to access your account. We will not be legally responsible for refusing to accept any item or direction if we have any reason to believe it does not contain an authentic signature, whether original, facsimile, digital, or electronic. We reserve the right to accept or deny the use of any digital or electronic signature. You agree to the use of a facsimile of your signature, and that we may accept any draft with a facsimile signature that appears to match your signature in our records, even if an unauthorized person made it. If you give your account information to a third party, you allow us to perform transactions originated by that person, even if you do not authorize a specific transaction. You waive all claims against us related to our determination regarding the

genuineness of signatures, including electronic signatures, on all applications, forms, and other documents not signed in our presence.

#### b. Access Methods

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

#### c. ACH and Wire Transfers

You may originate or collect debits or credits to your account through ACH. You may not initiate wire transfers, but may receive funds via wire transfer. We are not obligated to inform you at the time funds are received through an ACH or wire transfer. However, the transfer will be listed on your periodic statement. We may provisionally credit your account for an ACH transfer before we obtain final payment. We may reverse the provisional credit, or you will reimburse us for the amount credited to your account, if we do not obtain final payment. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the National Automated Clearinghouse Association and applicable local ACH rules.

#### d. Transactions by Mail

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

### **10. Restricting Funds in Your Account**

If at any time we believe that the funds in your account(s) may be subject to irregular, unauthorized, fraudulent, or illegal activity - or there is a question regarding the nature of the ownership or control of your funds - we may, in our sole discretion and without any liability to you, hold the funds and suspend transactions in account(s) you maintain with us until such time as it is concluded to our satisfaction that the account(s) is not subject to irregular, unauthorized, fraudulent, or illegal activity or there is no longer a question regarding the nature of the ownership or control of the funds. We will not provide notice to you prior to placing funds in your account(s) on hold or suspending transactions. We will provide notice to you as soon as reasonably practicable after placing funds in your account(s) on hold or suspending transactions. Notice may be made by mail or verbally or provided by other means, such as online banking or text alerts as permitted by law. We are not liable for any damages resulting from an action taken under this section.

### **11. Account Rates and Charges**

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

### **12. Withdrawal Limitations**

We allow withdrawals only when your account has an available balance sufficient to cover the entire

amount of the withdrawal, except as otherwise stated in the Overdrafts section of this agreement. If there are sufficient available funds to cover some, but not all, of your withdrawals, we may clear those withdrawals for which there are sufficient available funds in any order at our discretion. All of your accounts are subject to our right to require advance notice of any withdrawal as provided in our Bylaws.

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

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

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

### **14. Overdrafts**

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

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

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

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

#### a. Checking Account Balance

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

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



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

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

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

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

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

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

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

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

- Credits. Most deposits are added to your account when we receive them. Credits to the account may include deposits such as cash, checks, ACH, and remittances. In some cases, deposited funds may not be made immediately available for use. Thus, the available balance may not reflect the most recent deposits into the account. For details on the availability of funds, see the Truth in Savings and Funds Availability Disclosure.
- Debits. There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account and we are not necessarily in control of when transactions are received.
- Checks. Most checks are processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each business day. The checks drawn on your account are compiled from these data files and posted to your account each business day. We process these payments from low to high dollar value.
- ACH Payments. We receive and process multiple data files throughout each business day from the Federal Reserve including ACH transactions. These also include automatic bill payments you have signed up for. Each file we receive is processed separately during each business day. Within each ACH data file, ACH debit transactions for your account are grouped together and posted in low to high dollar value.
- Point of Sale (POS) Debit Card PIN Transactions. These are transactions in which you use your debit card to make a purchase and you enter your personal identification number (PIN) at the time of the sale. These types of debit card purchases are similar to ATM withdrawals because money is usually deducted from your account immediately (reducing your balance and your available balance) at the time of the transaction. However, some POS PIN transactions are not presented for payment immediately; it depends on the merchant.
- Point of Sale (POS) Signature Debit Card Transactions. These are transactions in which you make a purchase with your debit card and you may be asked to sign for the purchase as you would with a credit card. These transactions include online purchases and other transactions in which you are not asked to enter your PIN at the time of the transaction (you may not be asked to sign for some transactions but they still would be considered signature transactions). As described above, the merchant in these situations may seek authorization for the payment. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorization holds are deducted from your available balance (but not your balance) as they are received by us throughout each day. At some point after you sign for the transaction (or conduct the transaction for transactions without your signature), the transaction is processed by the merchant and presented to us for posting to your account. This can happen hours, or sometimes days, after you signed for or conducted the transaction, depending on the merchant and its processing company. These payment requests are presented in real time throughout the day and are posted to your account as they are received. Please note: The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold may be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may

also be the case where you use your debit card at gas stations and hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and are therefore obligated to pay the transaction when presented.

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

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

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

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

**c. Additional Terms**

We are not obligated to authorize transactions or pay any overdraft. We will generally not pay overdrafts, but where we do it is at our sole and absolute discretion. We may refuse to pay any items without first notifying you, even though your account is in good standing and even if we have paid previous overdrafts. When we decline to pay any items or transactions, you may incur related service charges under agreements you have with other parties, such as service providers.

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

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

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

**15. Postdated and Stale Dated Checks**

Each negotiated check will be charged to the checking account as of the date of receipt by us. We will not be responsible for checks that are postdated if they are paid before the date of the

instrument. We are under no obligation to pay or refuse payment of a check on which the date is more than six months old.

## **16. Chargebacks**

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

## **17. Stop Payment Orders**

### a. Stop Payment Requests

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

### b. Duration of Order

A stop payment request is valid for six months and may be renewed upon request for an additional six months. We are not obligated to inform you when a stop payment request expires.

### c. Liability

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

## **18. Our Liability**

We will be responsible for your losses or damages, up to the amount of a transaction, if we fail to execute a transaction properly by the use of ordinary care, unless otherwise provided by law. We will not be liable if: (1) the available balance in your account is insufficient for the transaction; (2) situations of which we have no control prevent us from completing the transaction; (3) you or another financial institution's negligence causes the loss; (4) you consent to or initiate all or part of the transaction that is later determined to be fraudulent, even if you attempt to rescind the transaction; or (5) your account is subject to a legal proceeding or other claim. We are not responsible for consequential damages, except liability, for wrongly rejecting payment of items. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Membership and Account Agreement. Any conflict between oral representations made by you or us and any written form will be resolved by reference to this Membership and Account Agreement and applicable written form. We will be deemed to have exercised ordinary care if our actions or nonactions follow applicable state or federal law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices.

Ordinary care shall also be measured by the standard of the reasonableness of policies and procedures established for the transaction involved. Mere clerical error, computer malfunction, inadvertence, or oversight without malice or an honest mistake of judgment shall not be considered a failure to perform such obligations or a failure to exercise ordinary care, and in no case shall be deemed wrongful.

### **19. Contractual Right of Setoff**

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

### **20. Statutory Lien**

Please take notice that we have the power, pursuant to 12 U.S.C § 1757(11), to impress and enforce a statutory lien upon any shares and dividends you now or may later have on deposit with us to the extent of any loan made and any charges payable to us under any of our trade names as described in the Trade Names section of this agreement. We hereby do impress that lien and may enforce that lien without further notice to you. This statutory lien does not apply to funds you maintain with us in any other account that would lose special tax treatment under state or federal law. We may enforce our lien against any account you maintain, except as limited above, in order to pay off the remaining amount you owe us including any costs of collection or reasonable attorney's fees we incur by enforcing our rights or responding to third-party claims related to your account(s). If we do not enforce our lien, we do not waive our rights to enforce our lien or collect any amounts owed at a later date. You agree to hold us harmless from any claim arising as a result of our exercise of our right to impress and enforce a statutory lien.

### **21. Security Interest**

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

collect any amounts owed at a later date. You agree to hold us harmless from any claim arising as a result of our security interest or the enforcement of that security interest.

## **22. Legal Proceedings**

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

## **23. Account Information**

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

## **24. Consent to Contact**

You agree that we may contact you using your contact information listed in our records, including your email address and phone number(s). You authorize us and agents performing services on our behalf to contact you using any phone number(s) (including any wireless, mobile, or VOIP number) and email addresses you have previously provided to us or that you may subsequently provide to us. You agree we may contact you on a mobile, wireless, cell phone or any other device even if you are charged for it by a communications service provider. You also assert that you are the subscriber/owner of the device's account or have been granted the authority by the subscriber/owner of such device to provide us with the number and the owner consents to such contact. Additionally, you expressly consent to receive autodialed or prerecorded calls, artificial voice messages, direct-to-voicemail messages, messages by adaptive signaling technology, DirectDROP Voicemail (DDVM), text messages, and any other electronic correspondence from us or any affiliates or agents performing services on our behalf: (1) to notify you about any of your accounts, loans, applications, services, or products; (2) to provide you with transaction notifications, fraud alerts, and other messages; (3) to collect a debt or other obligation; or (4) as otherwise deemed necessary by us to service your accounts, loans, applications, services, or other products.

## **25. Consent to Collecting, Recording, Monitoring, and Storing**

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

## **26. Social Media Information**

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

## **27. Notices**

### a. Name and Address Change

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

### b. Notice of Amendments

We may revise any of the terms of this Membership and Account Agreement at any time, unless restricted by applicable law. This includes changes to existing terms, removal of terms, or addition of new terms to this agreement. You will be informed, and may be required by law to be informed, of any revisions to account conditions, rates, and fees. We may waive any conditions in this Membership and Account Agreement, but by doing so, we are not prohibited from enforcing such terms in the future.

### c. Effect of Notice

Any written notification you provide to us is not valid until we receive it. A written notice from us to you is valid when it is placed in the U.S. mail, with postage paid and addressed to you at the most current address we have on file for your account. A notice that is provided electronically is valid when the notice is sent to the most current email address we have on file for your account.

## **28. Account Statements**

### a. Contents

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

### b. Account Owner Inspection

It is your responsibility to inspect each eStatement and inform us of any discrepancies between

your records and the statement. You are in the best position to detect any unauthorized transactions. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the eStatement or fail to report forgeries or alterations to us within 60 days of the notification date of the earliest eStatement containing those items. We are not liable for any forged or altered items such that the fraud or alteration could not be detected by a reasonable financial institution.

#### c. Notice to Us

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

#### d. Electronic Funds Transfers

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

### **29. Dormant Accounts and Escheatment**

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

### **30. Member-Selected Content**

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

### **31. Member Interactions**

We believe all members and employees should be able to conduct business in a professional environment without fear of harassing, destructive, or abusive conduct. We may restrict or suspend



access to any or all products or services, except the ability of the member to attend, participate, and vote in annual and special meetings and maintain a savings account if any account owner engages in conduct that is abusive to us, our employees, the employees of the nonaffiliates with whom we conduct business, and/or our membership. This expectation also applies to agents, joint owners, and authorized users of accounts, products, and services. Such abusive conduct includes but is not limited to: actions that abuse our products or services; abusive, discriminatory, disruptive or threatening behavior; and suspicious, fraudulent, illegal, dishonest, or deceptive activities including impersonation of another person through any communication channel.

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

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

### **32. Checks**

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

### **33. Trade Names**

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

### **34. Federal Deposit Insurance**

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

period," the insurance coverage of the deceased member's accounts will not change unless the accounts are restructured.

### **35. Termination of Account**

We may close your account at any time without informing you, or may order you to close your account and open a new account if: (1) you wish to change account owners or approved signers; (2) we have been informed of a fraud or forgery perpetrated against your account; (3) there is a disagreement as to who owns the account or the funds in the account; (4) any checks are lost or stolen; (5) there is an excessive amount of unhonored items; (6) any information has been falsified or there has been any other misuse of your account; (7) we objectively conclude the account will cause a loss to us; or (8) you do not maintain one regular account as set forth in our Bylaws. We are not required to honor any check, withdrawal, or other item following the closure of your account. However, you are required to reimburse us if we choose to honor an item after your account has been closed.

### **36. Termination of Membership**

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

The Member Interactions section of this agreement also outlines your rights and obligations and our rights to suspend or limit services, or expel you as a member. The rights and obligations regarding membership expulsion also are provided as follows:

We may terminate your membership in the Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is based on nonparticipation when you fail to maintain a membership share with us. The third way to terminate your membership is by a two-thirds vote of a quorum of our Board for cause.

Cause is defined as follows:

- A. A substantial or repeated violation of our Membership and Account Agreement;
- B. A substantial or repeated disruption, including dangerous or abusive behavior, to our operations; or
- C. Fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

Once the Board votes on an expulsion for cause, we must provide written notice to your mailing address; email address on record (if applicable); or personally provide the written notice directly to you. We must include the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us.

Unless we determine to allow otherwise, there is no right to an in-person hearing with the Board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with us.

We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve you of liability to us, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions. For additional information on expulsion, please see our Member Standing, Limitations of Services, and Expulsion Guidelines or contact us.

### **37. Death or Incompetence of an Account Owner**

You irrevocably waive the right to make a testamentary disposition of any account with us now or in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of the Membership and Account Agreement. Upon the death of a primary account owner, funds in the account shall be payable to surviving joint account owners or any surviving POD beneficiaries in accordance with this Membership and Account Agreement and Michigan law. We may honor checks or accept payments or transfers drawn by you until 10 days after we learn of your death, or receive a court order declaring your incompetence. We require any person claiming an interest in the deceased member's accounts to provide us proof of their right to the account and may require that person to indemnify us from any losses incurred as a result of honoring that claim. The conditions of this Membership and Account Agreement shall be binding upon any heirs, personal representatives, and successors of any account owner after their death, or conservators appointed upon declaration of incompetence of any account owner.

### **38. Severability**

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

### **39. Enforcement and Credit Reporting**

If you fail to abide by the terms, provisions, and conditions set forth in this Membership and Account Agreement, you are responsible to us for any loss, cost, or expense we incur resulting from your lack of compliance. To recoup any such loss, cost, or expense, you authorize us to deduct such amounts from funds in your account without prior notice to you. If we begin legal proceedings to collect any amount owed to us or to enforce this Membership and Account Agreement, we shall be entitled to recover reasonable attorney's fees, costs, and expenses including fees incurred in connection with any appeal, bankruptcy proceedings, and postjudgment collection action. **We may report information about your accounts, including loans, to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.** If you believe information we may report or have reported to a credit bureau is inaccurate or incomplete, please notify us in writing through the messaging platform in online banking or by letter ("ATTN: Credit Reporting") sent to the address listed in this Membership and Account Agreement. Include your name, address, contact telephone number, and account number, and identify the information you believe is incorrect.

#### **40. Indemnity and Waiver**

Except in the event we materially breach the Account Agreements and Disclosures, or the terms and conditions referenced in the preamble to this Membership and Account Agreement, you or any surviving beneficiary(ies) agree(s) to waive, indemnify, and hold us harmless from any claim or liability asserted against us as a result of the establishment and management of an account, the disposition of funds in reliance on this Membership and Account Agreement and any account designations, the making and servicing of loans, or the offering or rendering of any other financial services. You or any surviving beneficiary or owner also agree to waive, indemnify, and hold us harmless from any claim or liability asserted against us for your use of or dealings with third party vendors whose applications or website links are accessible via our website(s). We may require any account changes you wish to make be specified in writing or on an account change form, including adding or terminating an account or service. We may also require an account change form to be signed by all account owners. We may decline to abide by your directions or request that you post a bond or alternative protection, if such directions make us susceptible to claims, lawsuits, expenses, liabilities, or damages, either directly or indirectly. If, by following your directions, we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities, or damages, including actual attorney's fees. In the event we honor your request that does not conform to the Account Agreements and Disclosures, or any terms and conditions referenced in the preamble to this Membership and Account Agreement, you acknowledge that we are not considered to be in material breach thereof, and you acknowledge that we are not required to honor the same request again later. attorney's fees.

#### **41. Agreement**

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

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

#### **42. Amendment**

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

#### **43. Arbitration Agreement**

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

Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by:

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

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

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

### **2. Effective Date**

This Arbitration Agreement is effective when the account is opened.

### **3. Arbitration Proceedings**

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

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

Action Waiver set forth below shall be determined by the Court.

#### **4. Class Action Waiver**

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

#### **5. Severability**

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

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

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

The Account Agreements and Disclosures, any other agreement with us, any account or loan relationship with us, POAs, and all disputes arising out of, affecting, or relating to your accounts or the products or services we have or will provide to you ("Disputes") shall be governed and construed under applicable federal laws and regulations and applicable laws of the State of Michigan without regard to Michigan's conflict of law provisions. Subject to the Arbitration Agreement within this document, you consent and agree that any dispute regarding the Account Agreements and Disclosures, any other agreement with us, any account or loan relationship with us, POAs, and Disputes shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of the Account Agreements and Disclosures, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement. All claims and causes of action against us, including without limitation all claims and causes of action arising out of or related to the Account Agreements and Disclosures, any other agreement with us, any account or loan relationship with us, POAs, and Disputes must be filed within two years after such claim or cause of action accrued or be forever barred. You agree this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.

#### **45. Contact Us**

**Collegiate**  
**3777 West Road**  
**East Lansing, MI 48823**  
**844-201-9519**  
**[collegiatecu.org](http://collegiatecu.org)**