Membership & Account Agreement and Account Disclosures

1. About This Agreement

This Membership & Account Agreement and Account Disclosures (this "Agreement") governs your membership and accounts opened through Mitten Savings ("Mitten"), a division of Community Choice Credit Union ("Credit Union"). This Agreement incorporates into this Agreement the attached required disclosures applicable to accounts offered by Mitten, including Truth-in-Savings disclosures, Funds Availability disclosures, and Electronic Fund Transfer disclosures, as applicable. In this Agreement, the words "you," "your," and "yours" mean anyone for whom membership and/or a service request is approved through Mitten's online application and authentication process. The words "we," "us," and "our" mean Mitten. The word "account" means any one or more savings accounts you have with Mitten.

This Agreement includes and incorporates into this Agreement by this reference Mitten's Privacy Disclosure, Electronic Communication Consent, Text (SMS) Messaging Terms and Conditions, Mobile App Disclosures, and Online & Mobile Banking Agreement, which apply as provided at account opening. Mitten Savings Disclosure List.

If there is a conflict between this Agreement and any other agreements or disclosures provided, this Agreement will control for accounts offered through Mitten, a division of Community Choice Credit Union.

By authenticating your request for service, you agree to the terms and conditions in this Agreement, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, Electronic Communication Consent, Text (SMS) Messaging Terms and Conditions, Mobile App Disclosures, and Online & Mobile Banking Agreement, and any amendments made to the foregoing documents from time to time that, collectively, govern your membership, accounts and services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to verify your driver's license or other identifying documents.

NOTICE OF ARBITRATION PROVISION

This Agreement contains an Arbitration Provision which provides that you or Mitten may elect to have all disputes resolved by **BINDING ARBITRATION INSTEAD OF IN COURT.**

You should read the Arbitration Provision below carefully. It provides, among other terms:

You **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this Agreement (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**).

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury.

You are entitled to a **FAIR HEARING, BUT** the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT.**

YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING.

2. Membership and General Account Terms

Eligibility and ownership limitations:

- Accounts are limited to one individual accountholder. Joint accounts are not permitted.
- Applicants must be eighteen (18) years of age or older.
- Only personal consumer accounts are permitted. Business, organizational, fiduciary, trust, UTMA, or association accounts are not permitted.
- This high-yield savings account product is limited to U.S. persons and residents. Non-resident aliens are not eligible due to operational, compliance, and regulatory considerations, including customer identification requirements, tax reporting obligations, and ongoing account servicing constraints. *Due to the inherent limitations of a digital-only onboarding process, we are currently unable to satisfy all regulatory requirements for individuals who are not U.S. persons or residents. This restriction applies regardless of nationality or national origin and is based solely on our ability to fulfill applicable federal obligations*
- As a condition of membership, you must purchase and maintain one (1) share in the amount of $5.00.
- In addition to the required membership share, members must maintain a minimum account balance of $100.00 in the High Yield Savings Account. Accounts that remain below $100.00 for six (6) consecutive months may be closed in accordance with this Agreement and the Truth in Savings Disclosure.
- The Credit Union must verify your identity and eligibility in accordance with applicable law, including customer identification requirements.

- You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

3. Individual Accounts

An individual account is an account owned by one member who has qualified for membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

For Michigan Residents. An individual account is an account owned by one member who has qualified for membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

4. Joint Accounts

Joint accounts, which are accounts owned by two or more persons, are not permitted.

5. Beneficiary/Payable on Death Designation

Payable on Death (POD) or beneficiary designation is an instruction to Mitten that an individual account with such a designation is payable to the owner during his or her lifetime and, when the account owner dies, is payable to all surviving designated POD or beneficiaries. Unless state law provides for different ownership or as permitted and documented by us, the POD/beneficiaries will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving POD/beneficiary. We are not obligated to notify any POD/beneficiary of the existence of any account nor the vesting of the POD/beneficiary's interest in any account, except as otherwise provided by law. A trust may not be an account owner, but a trust may be designated as a beneficiary on an account. **For Michigan Residents. BENEFICIARY ACCOUNT DESIGNATIONS** – A beneficiary account designation is an instruction to Mitten that an account so designated is payable to the owner during his or her lifetime and is payable to all surviving beneficiaries designated on your account. Each such beneficiary shall separately own his/her equal share; the account will be divided equally among surviving beneficiaries upon the owner's death. We are not obligated to notify any beneficiary of the existence of any account nor the vesting of the beneficiary's interest in any account, except as otherwise provided by law. A trust may not be an account owner, but a trust may be designated as a beneficiary on an account.

6. Accounts for Minors

Mitten does not permit minors to be account owners. Mitten does not offer Uniform Transfers to Minors Accounts (UTMA), which is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor.

7. Agency Designation on an Account

An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

8. Deposit of Funds Requirements

Funds may be deposited to any account only via automated clearinghouse (ACH) transfer from one linked external account, which you own, that you choose and in accordance with the requirements set forth in the Truth-in-Savings Disclosure. We reserve the right to refuse or to return any deposit.

a. **Final Payment.** All ACH transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such transfers. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any fund transfer.

b. **Direct Deposits.** We may, in the future, offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization form. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

c. **Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. Account Access

Access to accounts offered through Mitten is available only through the digital banking website and mobile application.

a. **Authorized Access.** Your digital signature/agreement and our authentication and approval of your account authorize your account access. We will not be liable for refusing to honor any transfer or instruction if we believe the authorization is not genuine. If you have authorized the use of your login credentials to a third party, we may honor any instructions made with such login credentials. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction. Please refer to the terms of the Online & Mobile Banking Agreement for more information regarding account access.

b. **Access Options.** You may only access your account(s) via online/internet access to our digital banking website or mobile application. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

10. Fund Transfers

Fund transfers are only permitted via ACH transfer. ACH transfers are subject to rules of the National Automated Clearinghouse Association (Nacha).

a. **Authorization for Transfers/Debiting of Accounts.** You may make or order ACH fund transfers to or from your account. ACH fund transfers must be to or from a single external account, which must be owned by you, that you choose. We will debit your account for the amount of an ACH fund transfer you authorize from your account.

b. **Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees, if any, exceeds the available balance in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.

c. **No Notice Required.** We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. **Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. **Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. **Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. **Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, Mitten and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. **Amendments and Cancellations of Payment Orders.** An account owner may amend or cancel a payment order. We may refuse requests to amend or cancel a payment order that we believe will expose Mitten to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. **Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and Mitten is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. **Duty to Report Unauthorized or Erroneous Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the “Statements” section of this Agreement.

k. **Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

11. Account Rates and Fees

We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. Transaction Limitations

a. **Withdrawal Restrictions.** We will make requested transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. Mitten's determination of an insufficient available account balance may be made at any time after a requested transfer with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to transfer funds. We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute regarding your account (unless a court has ordered Mitten to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; or (4) required documentation has not been presented. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. **Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. Overdrafts

We do not offer overdraft services. If, for any reason, your account becomes overdrawn, you agree to immediately pay the overdrawn amount, including any fee that may be assessed.

a. **How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

- **Credits.** Deposits are generally added to your account when we receive them. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

- **Debits.** Your account will be debited for the amount of an ACH fund transfer you authorize from your account upon our processing of your request.

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

14. Credit Union Liability

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for an ACH fund transfer that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. 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 Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

15. Pledge, Right of Offset and Statutory Lien

Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default on an obligation. You agree we have the right to offset funds in any of your accounts against an obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

16. Legal Process

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

17. Account Information

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

18. Notices

Notices will be provided electronically to the email address provided by you.

a. **Name or Address Changes.** You are responsible for notifying us of any name or address change. Mitten is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You are responsible for maintaining a current and accurate email address and other contact information. Mitten is not responsible for notices you do not receive due to outdated or inaccurate contact information.

b. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically at the email address provided by you and will be effective whether or not received by you.

d. **Electronic Notice.** You will receive an email notification when a statement is available. The email will include instructions on how to access your statement by visiting our website and logging into your Mitten account. You may view statements and other notices online at any time through your account. By opening or maintaining this account, you agree to receive all disclosures, agreements, and notices electronically in accordance with the e-Sign Consent. If you do not agree to receive disclosures, agreements, and notices electronically, you will not be able to open or maintain a savings account with Mitten. Paper mailed notices are not offered for this account.

19. Taxpayer Identification Number and Backup Withholding

You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we may close your account and return the balance to you, less any applicable service fees.

20. Statements

Periodic statements will be provided electronically. Paper statements are not offered for this account.

a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. You understand and agree that statements are made available to you on the date they are made available to you electronically. Statements can be viewed in online banking and the mobile application.

b. **Examination.** You are responsible for promptly accessing and examining each statement upon receiving it and reporting any irregularities to us. Unauthorized electronic fund transfers governed by Regulation E are subject to specific reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers. If you fail to report any other errors or discrepancies, which are not governed by Regulation E or other law, that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss.

c. **Notice to Mitten.** The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing via email or on our website within the time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. **Email Address.** Statements will be provided electronically. Email notifications may be sent to the email address provided by you when statements are available for viewing within online banking and the mobile application. You agree to receive all statements electronically in accordance with the Electronic Communication Consent. If you do not agree to receive statements electronically, you will not be able to open or maintain a savings account with Mitten. Paper mailed statements are not offered for this account. You are responsible for maintaining a current and accurate email address and other contact information. Mitten is not responsible for notices you do not receive due to outdated or inaccurate contact information.

21. Inactive Accounts

As allowed by and in accordance with applicable law, we may classify your account as inactive or dormant if you have not made any transactions in your account over a specified period of time. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

22. Special Account Instructions

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, such as adding or closing an account or service, be evidenced by an electronically signed and acknowledged form which evidences a change to an account and accepted by us.

23. Termination of Account

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owner or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) there are excessive returned fund transfers(5) there has been any misrepresentation or any other abuse of any of your accounts; (6) In addition to the required membership share, members must maintain a minimum account balance of $100.00 in the High Yield Savings Account. Accounts that remain below $100.00 for six (6) consecutive months may be closed in accordance with this Disclosure and the Membership & Account Agreement, in which case we will automatically transfer the remaining funds to the linked external account and close the account; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by closing the account via online banking or the mobile application. We are not responsible for payment or processing of any transaction or fund transfer after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

24. Termination of Membership; Limitation of Services

You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

25. Death or Incompetence

We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of an account owner's death or adjudication of incompetence. Even with such knowledge, we may continue to process transactions on the deceased account owner's account for a period of ten days after the account owner's death unless we receive instructions from any person claiming an interest in the account to discontinue transaction processing. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

26. Unlawful Internet Gambling and Other Illegal Activities

You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

27. Severability

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

28. Enforcement

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

29. Governing Law

This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Michigan. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

30. Negative Information Notice

We may report information about your savings accounts to credit bureaus. Defaults on your accounts may be reflected in your credit report.

31. Monitoring and Recording Communications

We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

32. Financial Exploitation

As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

33. Consent to Contact

By electronically signing or otherwise authenticating your account, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time via email at support@mittensavings.com or by secure messaging or using the "contact us" on our website. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

34. Binding Arbitration and Class Action Waiver

The following arbitration and class action waiver provisions apply to your membership and accounts.

BINDING ARBITRATION AND CLASS ACTION WAIVER – RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes.

Either you or we may elect, without the other's consent, to require that any dispute between us concerning your membership, your savings accounts ("Accounts") and the services related to your membership and Accounts, including but not limited to all disputes that you may raise against us, must be resolved by binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration.

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Mitten and/or the Credit Union, but also its affiliates, successors, assignees, officers, directors, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

Disputes Excluded from Arbitration.

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Our Claims or disputes against you arising from your status as a borrower under any loan agreement with the Credit Union or to collect any funds you may owe us are also excluded from this Resolution of Disputes by Arbitration provision.

Commencing an Arbitration.

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at:

Mitten Savings, a division of Community Choice Credit Union

31155 Northwestern Hwy.

Farmington Hills, MI 48334

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association

1-800-778-7879 (toll-free)

www.adr.org

JAMS

1-800-352-5267 (toll-free)

www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration.

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs.

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies, except in an action by us against you that has been initiated by Us to collect funds that you may owe to us.

Arbitration Award.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law.

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Michigan shall apply.

Severability, Survival.

These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Applicability.

Arbitration will not apply to your Account as long as you are an active duty Service Member.

Right to Reject this Resolution of Disputes by Arbitration provision. YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BYARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

- If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
- If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

- If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:
- Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;
- You must send Your written notice to Us at the following address:
    - Mitten Savings, a division of Community Choice Credit Union
      31155 Northwestern Hwy.
      Farmington Hills, MI 48334

Truth in Savings Disclosure – High Yield Savings Account (HYSA)

This Truth in Savings Disclosure applies to the High Yield Savings Account ("HYSA") currently offered by Mitten.

1 Rate Information: Tiered Rate

This is a variable rate account. The dividend rate and annual percentage yield (APY) may change at any time, at our discretion. APY is a percentage rate reflecting the total annual return on a deposit account, including the effect of compounding dividends. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

This account uses a tiered rate structure. The applicable dividend rate and APY are based on the balance tier in which your daily balance falls. The specific rate tiers, dividend rates, and APYs currently in effect are not included in this disclosure and are available on our website and mobile application.

For current rate and tier information, please refer to www.mittensavings.com/high-yield-savings.

Rates are subject to change at any time unless otherwise disclosed in a promotional offer. Any promotional rate terms, including promotional rate protection or rate lock offers, if applicable, will be disclosed at account opening or within the applicable promotional materials.

2 Balance Computation Method

Dividends are calculated using the daily balance method, which applies a daily periodic rate to the principal balance in the account each day. Dividends begin to accrue on the business day we receive credit for noncash deposits.

3 Compounding and Crediting

Accrued dividends are compounded on a monthly basis. This means that the dividends earned during the statement cycle are added to the principal balance in your account at the end of each monthly period., and subsequently dividends are calculated based on this increased balance.

Dividends are credited to your account monthly. The credited dividend will appear on your periodic statement. Dividends begin to accrue on the business day you deposit funds to the account when your balance is $100 or greater

4 Minimum Balance to Earn Dividends and Account Closure

Minimum balance to earn dividends: $100.00. In addition to the required membership share, members must maintain a minimum account balance of $100.00 in the High Yield Savings Account. Accounts that remain below $100.00 for six (6) consecutive months may be closed in accordance with this Disclosure and the Membership & Account Agreement. If an account is opened and remains unfunded, the Credit Union may close the account after ninety (90) days.

If the balance remains below $100.00 for six (6) consecutive months, Mitten may transfer any remaining funds to the linked external account and close the account. If you do not otherwise have a separate account at Community Choice Credit Union, your choice to maintain a balance below $100 for 6 consecutive months in the HYSA is considered a withdrawal of your membership.

5 Fees

There are no monthly maintenance fees, transaction fees, or minimum balance fees for the High Yield Savings Account.

Overdraft services are not available for this account. As a result, overdraft fees and non-sufficient funds (NSF) fees do not apply.

6 Transaction Limitations

The HYSA is a savings account and is not intended for transactional use. Access to the HYSA is only available via online or mobile access.

Permitted activity includes:

- Member-initiated ACH transfers to or from one linked external account through digital banking.
- Externally originated ACH credits such as payroll or government benefit payments.

The following are not permitted:

- Externally originated ACH debit transactions from third parties (e.g., peer-to-peer services).
- Debit cards, credit cards, bill pay, remote deposit capture, wire transfers, or cash transactions.

Linked External Account

You may have only one linked external account at a time. Changes to your linked external account may require contacting Mitten .

7 Transfer and Balance Limits

Inbound member-initiated transfers:

- Per transfer: $100,000
- Daily aggregate: $250,000
- Monthly aggregate: $500,000

Inbound ACH credits originated by third parties are not subject to these member-initiated limits but remain subject to the maximum account balance limit.

Outbound transfers (to linked external account):

- Per transfer: $10,000
- Daily aggregate: $30,000
- Monthly aggregate: $50,000

Maximum account balance: $3,000,000.

8. National Credit Union Administration/National Credit Union Share Insurance Fund

HYSA accounts are federally insured by the National Credit Union Share Insurance Fund in accordance with established limits, up to at least $250,000. Having additional accounts with Community Choice Credit Union could reduce this coverage.

Funds Availability Policy Disclosure

This disclosure describes your ability to transfer funds out of your account at Mitten. The HYSA does not accept cash or check deposits. Availability schedules apply primarily to electronic ACH deposits. Deposited funds may be held for up to three (3) business days before they are available for transfer.

For purposes of this disclosure, the terms “you” or “your” mean the account owner, and the terms “our,” “we,” or “us” mean Mitten Savings (“Mitten”).

YOUR ABILITY TO WITHDRAW FUNDS – Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can generally electronically transfer the funds to the single external account chosen by you in accordance with the Membership and Account Agreement after three (3) business days. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If an electronic deposit is received before close of business on a business day, we will consider that day to be the day of your deposit. However, if an electronic deposit is received after the close of business, we will consider that the electronic deposit was made on the next business day.

Funds you deposit may be delayed for a longer period in the event of an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for this reason, and we will tell you when the funds will be available.

Electronic Fund Transfers Agreement & Disclosure (Regulation E)

This Electronic Fund Transfers Agreement and Disclosure describes electronic fund transfer services applicable to the HYSA. Covered services are limited to ACH credits and member-initiated ACH transfers. Error resolution rights and liabilities for covered transfers follow Regulation E.

This Electronic Fund Transfers Agreement and Disclosure ("EFT Agreement")_is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Mitten Savings ("Mitten") . In this Agreement, the words "you," "your," and "yours" mean those who electronically sign the application or account card as applicants or any authorized users. The words "we," "us," and "our" mean Mitten. The word "account" means any one (1) or more savings accounts you have with Mitten. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for an account at Mitten you agree to the terms and conditions in this EFT Agreement and any amendments for the EFT services offered.

1. **EFT SERVICES—**If approved for an account, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

    a. **e-banking.** You will be required to use secure login information to access your account(s). At the present time, you may use e-banking to:

    - Transfer funds from your accounts.
    - Obtain balance information for your accounts.
    - Determine if a particular fund transfer has been received or sent.
    - Obtain tax information on amounts earned on accounts .
    - Verify the last date and amount of your payroll deposit.
    - View account statements and notices.

    Your account can be accessed under e-banking via personal computer. e-banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on e-banking transactions may apply:
– See Section 2 and/or the Truth in Savings Disclosure for transfer limitations that may apply to these transactions.

b. **Mobile Banking.** You will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your accounts.
- Obtain balance information for your accounts.
- Determine if a particular fund transfer has been received or sent.
- Verify the last date and amount of your payroll deposit.
- View account statements and notices.

Your accounts can be accessed under Mobile Banking via a mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

– See Section 2 and/or the Truth in Savings Disclosure for transfer limitations that may apply to these transactions.

2. TRANSFER LIMITATIONS

External Deposits (ACH inbound)* are subject to the following limits:

- Per transaction: $100,000
- Daily aggregate: $250,000
- Monthly aggregate: $500,000

*Inbound ACH credits initiated by third parties (e.g., payroll or government payments) are not restricted by these limits and such inbound ACH credits will not be counted toward the limits.

External Withdrawals (ACH outbound) are subject to the following limits:

- Per transaction: $10,000
- Daily aggregate: $30,000
- Monthly aggregate: $50,000

3. **FEES AND CHARGES**
There are currently no fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

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

TELL US AT ONCE if you believe your login credentials have been lost or stolen, if you believe someone has used your login credentials or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days, you can lose no more than $50 if someone used your login credentials without your permission. If you do not tell us within two business days after you learn of the loss or theft of your login credentials, and we can prove that we could have stopped someone from using your login credentials if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE. If you do not tell us within 60 days after the statement was emailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your login credentials have been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission email us at: support@mittensavings.com

Or contact us by secure message or using our "Contact us" form at www.mittensavings.com

RIGHT TO RECEIVE DOCUMENTATION

Periodic Statements. Transfers and withdrawals made through preauthorized EFTs, online/PC transactions, or mobile access device transactions you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

5. **ACCOUNT INFORMATION DISCLOSURE**

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

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

2. **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

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

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction or if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen.

- If the electronic transfer is not completed as a result of your willful or negligent use of any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct online/PC banking or mobile application transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by Mitten.

4. **NOTICES**
All notices from us will be effective when we have delivered them to the appropriate email address in Mitten's records. Notices from you will be effective when received by Mitten at the email address or physical address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will provide notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Mitten account and any future changes to those regulations.

5. **BILLING ERRORS —** In case of errors or questions about electronic fund transfers from your accounts or if you need more information about a transfer on the statement, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

Email us at:support@mittensavings.com
Or contact us by secure message or using our "Contact us" form at www.mittensavings.com– Tell us your name and account number.
– Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe Mitten has made an error or why you need more information.
– Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. 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 recredit your account.

We will determine whether an error has occurred within ten (10) business days after we hear from you and we will provisionally correct the error promptly, or if the correction is in an amount different than the alleged error, we will explain the reason for the difference. We may take up to 45 days to investigate your inquiry. Our provisional credit to your account, within ten (10) business days for the amount you think is in error, allows you the use of the money during the time it takes us to complete our investigation.

We will tell you the results in writing within three (3) business days after completing our investigation. If we decide that an error did not occur, we will send you a written explanation and we may charge back the corrected amount to your account within 60 days of our notice to you. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

6. **TERMINATION OF EFT SERVICES**
   You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of the services. We may also terminate this Agreement at any time by notifying you orally or in writing. Whether you or Mitten terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

7. **GOVERNING LAW**
   This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Michigan, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. The name and address of the governmental agency regulating Mitten is:

   Department of Insurance and Financial Services
   Office of Credit Unions
   P.O. Box 30220
   Lansing, MI 48909-7720

8. **ENFORCEMENT —** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.