

OVERDRAFT PROTECTION TERMS AND CONDITIONS

Savings Overdraft Transfer

Fees	
Transfer fee	\$7.50

The checking and savings accounts used for Savings Overdraft Transfer protection are covered by their individual terms and conditions, unless modified by this Authorization. If a transfer is made from a savings account, we reserve the right to require not less than 7 days written notice of withdrawal.

You agree to keep enough money in your Savings Account to cover the transfers you request by this Authorization. If your Savings Account balance is insufficient to cover the transfers you authorize, we may cancel this Authorization immediately without notice. We may use our rights and remedies under applicable law and our rules and regulations governing these types of accounts. These may include returning your checks or drafts unpaid and closing your account(s) by mailing a proper notice to you with a check or draft equal to the balance in the account.

You agree, in consideration of this service rendered by us, to indemnify (repay us for any loss) and hold us harmless (release us from any responsibility) from any liability or loss occurring due to the dishonor of any check or draft presented which results from any charge made or refused to be made by us under this Authorization. You agree to abide by our rules and regulations governing your accounts(s) as stated on your account agreement and as amended from time to time. We may take any security measures that we believe are necessary (such as recording telephone transfer conversations) without notice to you.

Amendments and Termination – We will give you reasonable notice when we amend this Authorization. If this Authorization needs to be amended because of a change in State or Federal law, the change shall be effective immediately without notice. This authorization will remain in effect until terminated by you. We may terminate this Authorization by giving you written notice. Any notice will be effective immediately when mailed or delivered by us. Notice to any one of you is notice to all of you.

EasyMoney Line of Credit

Interest Rate and Interest Charges	
Annual Percentage Rate	15.00%
Interest Charges	You will be charged interest beginning on the date the transaction is posted to your account
Fees	
Annual Fee	\$20.00

In applying for WEST SHORE BANK'S (hereafter referred to as "the Bank") EASYMONEY Line of Credit, you understand and agree as follows:

- To maintain a checking account with the Bank.
- To pay an ANNUAL FEE OF \$20.00.
- That credit will be made available to you up to the maximum amount of your line of credit, as determined by the Bank, in the following manner:
 - AUTOMATIC TRANSFER:** If any check which you write or ATM transaction creates a deficit in your account, the Bank will automatically transfer money, in multiples of \$50.00 to your checking account to cover this deficit. The Bank shall not be obligated to honor and pay checks in which the payment would cause your maximum credit to be exceeded.
 - LOAN DRAFT:** You may execute, on forms supplied by the Bank, a loan (not to exceed your available credit) in multiples of \$50.00 and deposit the proceeds to your checking account.
- To repay the Bank in the following manner:
 - By monthly payments to the Bank in an amount equal to 5% of the total balance owing to the Bank, but in no event less than \$25.00 per month.
 - By authorizing the Bank to deduct automatically from your checking account, the monthly payments as required above. You may not request an EASYMONEY loan to pay what you owe under this agreement. The Bank **MAY**, at its option, make you a loan if your checking account balance is not large enough for the scheduled automatic payments. You may elect to make additional loan payments by using an EASYMONEY loan payment form. An elective loan payment (AT LEAST AS LARGE AS THE REQUIRED MONTHLY PAYMENT) made on or before the due date will replace the automatic monthly payment. Any other elective loan payments will be a prepayment.
 - By authorizing the Bank to apply the payments as aforesaid first on service and other charges, if any, then on interest, and the balance on principal with interest on the outstanding loan balance to be at the then current rate for such accounts.
- Finance Charge** — We figure the finance charge on your account by applying the daily periodic rate (.04110%) to the "average daily balance" of your account, including current transactions. We multiply this result by the number of days in the billing cycle. To get the "average daily balance," we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the cycle. This gives us the "average daily balance." The finance charge begins on the date the transaction is posted to your account. The periodic daily rate of .04110% is equivalent to **AN ANNUAL PERCENTAGE RATE OF 15.000%**. The minimum monthly payment required is \$25.00 or 5.0% of the outstanding loan balance, whichever is greater.

6. That if you default or attempt to default in any agreement with the Bank; if any representations made by you prove to have been false or misleading in any material respect; or if you should fail to inform the Bank of any material change in your financial position; shall become insolvent, bankrupt, have a receiver appointed, execute an assignment for the benefit of creditors, or have a writ of attachment, garnishment execution or other legal process issued against your property; die or become incompetent, or if the Bank shall deem itself insecure, it may declare the entire balance of your account immediately due and payable and all credit available hereunder, unless previously terminated, shall terminate, without demand or notice. Any security interest which the Bank may have acquired, either directly or indirectly, shall constitute security for the payment of all loans made under this agreement. The Bank will have the right at any time to use all or any part of any deposit account you have with the Bank to pay all or part of your loan, without notifying you. If the Bank has to sue you to collect the loan, you agree to pay its attorney fees and costs, if any. You agree that the Bank may sue you in the City and County of its main office.
7. That the Bank will send you a MONTHLY STATEMENT showing all checking account activity and all loan activity on your EASYMONEY account, if any activity took place.
8. Your rights and obligations under this agreement may not be assigned. The Bank may transfer its rights under this agreement to another creditor.
9. If more than one person is liable on this account, each person is individually liable for all loans under this agreement. The Bank may collect from any one individual without trying to collect from the others.
10. You agree to give the Bank updated financial and other credit information at any time that it is reasonably requested. You also agree that the Bank may get credit information from a credit bureau or other persons.
11. You must notify the Bank of any change in your address. If you do not, the Bank may use your address as shown on its records for all notices under this agreement.
12. The Bank may amend or repeal any or all of the terms of this agreement, including the method of borrowing, the rate of finance charge or the repayment provisions, at any time. If the Bank changes the finance charge, the new charge will be effective for all balances beginning on the effective date of the amendment, regardless of when the loan was first made. Any amendment will be binding on you after the Bank has mailed written notice to you, not less than 15 days before the beginning of the billing cycle in which the amendment becomes effective.
13. This agreement shall be construed, except to the extent governed by Federal Law, by the laws of the State of Michigan. Each provision shall be interpreted in such manner as to be effective and valid, but if any part of this agreement shall be declared invalid, such decision shall not invalidate the remaining provisions. If this application is executed by more than one person, the obligations shall be joint and several and the pronouns and relative words herein used shall be read as if written in feminine, plural or neuter, as the case may be.
14. If your request is denied, we will notify you in writing.

EasyMoney Billing Rights

1. The Federal Truth in Lending Act requires prompt correction of billing mistakes. If you want to preserve your rights under the Act, here is what to do if you think your bill is wrong or if you need more information about an item on your statement:
 - a. Do not write on the statement. On a separate sheet of paper, write the following (you may telephone your inquiry, but doing so will not preserve your rights under this law):
 - Your name and account number.
 - A description of the error and an explanation (to the extent you can explain) why you believe it is an error.
 - The dollar amount of the suspected error.
 - Any other information which you think will help the creditor to identify you or the reason for your complaint or inquiry.
 - b. Send your EASYMONEY account billing error notice to the address on the top of your statement. Mail it as soon as you can, but in any case early enough to reach the creditor within 60 days after the bill was mailed to you. If you have authorized your bank to automatically pay from your checking or savings account, you can stop or reverse payment on any amount you think is wrong by mailing your notice so the creditor receives it within 16 days after the bill was sent to you. However, you do not have to meet this 16-day deadline to get the creditor to investigate your billing error claim.
2. The creditor must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the creditor is able to correct your bill during that 30 days. Within 90 days after receiving your letter, the creditor must either correct the error or explain why the creditor believes the bill was correct. Once the creditor has explained the bill, the creditor has no further obligation to you even though you still believe that there is an error, except as provided in Paragraph 5 below.
3. After the creditor has been notified, neither the creditor nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute, but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the creditor has answered your inquiry. However, you remain obligated to pay the parts of your bill not in dispute.
4. If it is determined that the creditor has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that the creditor has not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payment on the disputed amount. Unless you have agreed that your bill was correct, the creditor must send you a written notification of what you owe; and if it is determined that the creditor did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.
5. If the creditor's explanation does not satisfy you and you notify the creditor in writing within 10 days after you receive the bank's explanation that you still refuse to pay the disputed amount, the creditor may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the creditor must also report that you think you do not owe the money, and the creditor must let you know to whom such reports were made. Once the matter has been settled between you and the creditor, the creditor must notify those to whom the creditor reported you as delinquent of the subsequent resolution.
6. If the creditor does not follow these rules, the creditor is not allowed to collect the first \$50 of the disputed amount and finance charges, even if the bill turns out to be correct.