

5151 Corporate Drive • Mail Stop 4-318 Troy, MI 48098 ADDRESS SERVICE REQUESTED

MOMS CLUB OF WARREN 4808 KENSINGTON DR WARREN MI 48092-4338

» BUSINESS ACCOUNT STATEMENT

ACCOUNT NUMBER

XXXXX7206

**PERIOD** 05/01/20 - 06/30/20

**Your Branch** 

31049 Dequindre Rd. Madison Heights, MI 48071 (248) 588-6777

**Customer Service** 

Inside the US: (888) 248-6423 Outside the US: 1(248) 312-2450

24-Hour Telephone Banking

(888) 248-6423

**Online Banking** flagstar.com

If there are new accounts shown on this statement that you did not consent to open, please contact us immediately at the phone number listed above.

Social Club Checking

Account Summary Information			Acco	unt Number	XXXXX7206
Beginning Balance \$418.72	Deposits a	and Other Credits <b>\$120.00</b>	Checks and Other Debits -\$4.30		Ending Balance <b>\$534.42</b>
DEPOSITS AND OTHER CREDITS			CHECKS AND OTHER DEBITS		
Description	Items	Amount (\$)	Description	Items	Amount (\$)
Deposits	0	\$0.00	Checks	1	-\$4.30
ACH Credits	1	\$120.00	ACH Debits	0	\$0.00
Lockbox	0	\$0.00	Returned Items	0	\$0.00
Incoming Funds Transfer	0	\$0.00	Outgoing Funds Transfer	0	\$0.00
Trade Services	0	\$0.00	Trade Services	0	\$0.00
Zero Balance Transfers	0	\$0.00	Zero Balance Transfers	0	\$0.00
Adjustments	0	\$0.00	Adjustments	0	\$0.00
Other Credits	0	\$0.00	Other Debits	0	\$0.00
Total	1	\$120.00	Total	1	-\$4.30

# **Deposits and Other Credits**

**DEPOSITS** 

Trans Date Post Date Description Amount (\$)

No activity this statement period

Total deposits this period: \$0.00

**ELECTRONIC CREDITS** 

Trans Date Post Date Description Amount (\$) External Deposit PAYPAL - TRANSFER \$120.00 06/29 06/29

Total electronic credits this period: \$120.00

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#### **HOW TO BALANCE YOUR ACCOUNT**

1. Enter the ending balance as shown	\$			
2. Check the deposits you have made	+ \$			
3. Total of Line 1 and Line 2.	= \$			
4. List below any withdrawals/checks y	- \$			
5. Subtract Line 4 from Line 3. This should equal your present balance.			= \$	
CHECK NUMBER	AMOUNT	CHECK NUMBER	AMOUNT	

NOTE: If your statement does not balance, please verify you have entered all your transactions in your register correctly.

Have you added the following?

- Transfers from another account.
- · Credit memos.
- Any interest paid on your account. Not all accounts receive interest.
- Have you subtracted the following?

• Authorized deductions.

- Service charges.
- · Debit memos (such as purchasing checks).

## METHOD OF COMPUTING FINANCE CHARGES ON LINE OF CREDIT

The balance subject to interest rate FINANCE CHARGE is computed on the average daily balance of loans, determined by totaling the outstanding unpaid principal balances for each day of the billing cycle, after application of payments and credits, as received and posted, and dividing such total by the number of days in the billing cycle. The amount of the FINANCE CHARGE is computed as follows:

FINANCE CHARGE = (average daily balance) x (number of days in the billing cycle) x (daily periodic rate).

# IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact our Customer Service Department at (888) 248-6423 to find out whether or not the transfer has been made as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or problem appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 Business Days (Monday through Friday, excluding federal holidays) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



**ACCOUNT NUMBER** 

**PERIOD** 05/01/20 - 06/30/20

5151 Corporate Drive • Mail Stop 4-318 Troy, MI 48098

**OTHER CREDITS** 

Trans Date Post Date Description

Amount (\$)

XXXXX7206

No activity this statement period

Total other credits this period: \$0.00

**Checks and Other Debits** 

**CHECKS CLEARED** (\* indicates a non-consecutive check number)

Check Nbr Date **Amount** \$4.30 2110 06/30

**ELECTRONIC DEBITS** 

Trans Date Post Date Description Amount (\$)

No activity this statement period

Total electronic debits this period: \$0.00

**OTHER DEBITS** 

Trans Date Post Date Description Amount (\$)

No activity this statement period

Total other debits this period: \$0.00

**Balance Activity** 

Balance (\$) Balance (\$) Date Date 05/01 \$418.72 06/30 \$534.42

06/29 \$538.72

**ITEMIZED SERVICE CHARGES / FEES** 

Trans Date Post Date Description Amount (\$)

No activity this statement period

**INTEREST RATE HISTORY** 

Date Rate 05/01 0.0000%

Annual Percentage Yield Earned (APY-E) 0.00% Year-to-date Interest \$0.00 Interest earned this statement period \$0.00 Year-to-date Withholding \$0.00

**LOWEST DAILY BALANCE** 

Your lowest daily balance this statement period was \$418.72



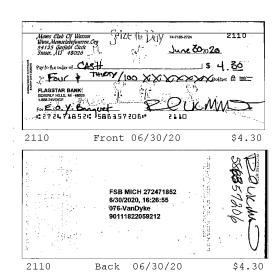
5151 Corporate Drive • Mail Stop 4-318 Troy, MI 48098

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**PERIOD** 

05/01/20 - 06/30/20





Thank you for your business and the opportunity to serve you. We want to make you aware of the following updates that will take place or have taken place to the deposit account Disclosure Guide that you received at account opening.

#### **DISCLOSURE GUIDE**

### **Terms and Conditions of Your Account**

2. Agreement – Paragraphs 3 and 4 are removed in their entirety and replaced with the following:

This Agreement and your account(s) are governed by applicable federal law, and when not superseded by federal law, the law of the state where your account is located. The state where your account is located is determined by the following:

(a) If you applied for your account in person at one of our bank branches, your account is located in the state where that branch is located;

(b) If you applied for the account by mail, digitally, or through any other means other than in person at one of our branches and the address you listed on your application is in a state where we had a branch at the time of your application, your account is located in that state. For joint accounts, the address of the first listed account owner is used to determine the state your account is located in;

(c) In all other cases, your account is located in Michigan.

In addition to federal and state law, this agreement and your account(s) are subject to other applicable rules such as the operating letters of the Federal Reserve Banks and other payment process rules (except to the extent that this agreement can and does vary such rules or laws).

**6. Business Organization, Government and Association Accounts** – The following sentence is added to the end of this section:

If your account is a type listed under "Business Accounts", in our product information, you agree not to use it for personal purposes.

## 9. Amendments and Termination – This section is updated in its entirety to the following:

We reserve the right to amend any term of this agreement at any time. If required by law, we will give you advance notice. Such notice will be in writing or by any other method permitted by law or to which you have agreed. If your account remains open after the effective date of any change, you agree to the new term(s).

We reserve the right to close your account at any time and for any reason, without advance notice. If we close your account, funds and accrued interest to which you are entitled will be returned to you personally or by mail. When you close your account, you are responsible for ensuring there are no outstanding Items to be paid from the account and that all automatic transfers to and from the account are cancelled. Items presented for payment or deposit after your account is closed may be dishonored and returned. If Items are presented after your account is closed that we cannot dishonor or return, you authorize us to reopen your account to process the transaction; you remain responsible to us for any Items that are processed in such manner. We are not liable for any loss or damage that results from dishonoring any Items after your account has been closed or from reopening your account under the conditions listed here.

**New section – 18. Disputes –** This section is added – current section 18 and all that follow are renumbered to accommodate the addition – and states the following:

Sometimes we are brought into the middle of a dispute between account holders or authorized signers over an account or a dispute between account holders or authorized signers claiming to be owners of, or the person entitled to control or withdraw funds from, a deposit account. When we know or suspect that this is happening, we may choose any of the following courses of action:

- We may ignore instructions (such as an instruction by one account holder or authorized signer not to honor items or other withdrawal orders by another account holder or authorized signer) for the account unless all account holders or authorized signers sign the withdrawal, deposit, check or instructions;
- We may freeze the account and withhold payment from all of you until we receive written proof (in a form and substance satisfactory to us) of your right and authority over the account and its funds;
- We may require that all account holders or authorized signers sign any instruction, check, item or other withdrawal order
  even though the signature card for the account does not require all those signatures to authorize a withdrawal. If your
  account is a corporate, limited
- liability company, partnership or other entity account, we may require specific signatures or other authorization from directors, partners, managers or owners of the entity or, if a power of attorney account, we may require approval of the principal, or if a trust account, we may require approval of other trustees or the beneficiary(ies);
- We may return checks or other items, marked "Refer to Maker" (or similar language), or we may "restrict" the account, until satisfactory evidence has been received by us confirming your right or authority over the account or that the dispute has been resolved, or we may close the account and issue a single cashier's check for the account balance jointly payable to all account holders, and we may mail or deliver that check to any one of the account holders;
- We may request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the account;
- At our discretion and without liability to us, we may or may not continue to honor checks, withdrawals or other instructions given to us by any individual(s) with actual, implied or apparent authority on our records to access the account;
- We may deposit the account balance with the clerk of a court in connection with an interpleader action we bring or in
  response to a court action naming us as a party. The court would then decide who is entitled to the funds. If we make an

interpleader deposit with the court, the court may be asked to award us our costs, including attorney's fees (including inhouse attorney fees), which may be payable out of the deposit;

- We may close your account; or
- We may take any other action we believe to be reasonable under the circumstances even if the action is not listed here. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

**New section – 27. Withholding of Income Tax –** This section is added – current section 27 and all that follow are renumbered to accommodate the addition – and states the following:

Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

Non-resident aliens and foreign entities that are not subject to information reporting must certify their exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN, W-8 BEN-E, etc.) and by providing any other information and/or certifications requested by the Bank in order to verify their foreign status. Non-resident aliens and foreign entities may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding. In addition, certain foreign entities may be required to provide additional information under the Foreign Account Tax Compliance Act (FATCA), and under FATCA the Bank may be required to withhold on certain payments.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

## **Bounce Protection Overdraft Program**

What types of Items may be paid by Bounce Protection? Will my limit be reflected in the account balances I receive? – The section is updated in its entirety to the following:

Bounce Protection is not limited to payment of paper checks. Other transactions made using your account number (such as teller withdrawals, automatic ACH bill payments, and recurring debit payments) may be paid. Also, everyday (non-recurring) debit card purchases and ATM transfers or withdrawals that overdraw your account may be paid if you have given us specific consent to do so, or if your account is a business account. An Overdraft Charge will be assessed in each of these situations. The chart below shows the different ways Items on your account may be paid as overdrafts under Bounce Protection. Your Bounce Protection limit will never be included in the Balance or Available Balance of your account.

Access points	Can my Bounce Protection pay this type of Item?	Do the balances provided reflect my Bounce Protection limit?
Withdrawal from a Flagstar Teller	Yes	No
Writing a Check	Yes	N/A
Debit Card (recurring)	Yes	N/A
Debit Card (everyday)	Consumer Accounts: If you give us specific consent to do so* Business Accounts: Yes	N/A
ATM Withdrawal	Consumer Accounts: If you give us consent to do so* Business Accounts: Yes	No
ACH- Auto Debit	Yes	N/A
Online Banking Transfers	No	No
Online Bill Pay and Zelle	Yes	N/A
Telephone Banking	No	No
Wire Transfers	No	N/A

<sup>\*</sup>The Bounce Protection Program will be made available for ATM or everyday debit card transactions upon your request. Call (888) 248-6423 or visit one of our branches to arrange for your ATM and debit card coverage.

What is my Bounce Protection limit? If I have two checking accounts, can I get Bounce Protection on both? - The following sentence is updated at the end of this section:

\*Qualifying business ownerships include sole proprietorships/DBAs, partnerships, and single-member LLCs with a Standard Business Checking Account. Bounce Protection is not available for IOLTA or business Sweep accounts.

## **Electronic Fund Transfers**

**Debit Transaction and ATM Card Processing** — The first sentence of the second paragraph is replaced with the following:

You may also use your card in digital wallet services and to purchase goods and services at merchants that accept ATM or debit cards if they are part of a participating PIN or signature point-of-sale (POS) card network.

#### Funds Availability Disclosure

<u>Transaction Accounts</u> – This section has been updated in its entirety as follows:

Our policy is to make funds from your check deposits available to you on the second Business Day after the day we receive your deposit, with the first \$225 available by the first Business Day after the day of your deposit. Electronic direct deposits will

be available on the effective/settlement day of the deposit. The effective/ settlement day may differ from the day we receive the deposit, in which case the deposit may show as "pending" until the Business Day the transaction is dated from the originating company or individual. Cash, wire transfers, and some specified check deposits will also be available before the second Business Day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. The length of the delay is counted in Business Days from the day of your deposit. If you make a deposit on a Business Day that we are open, we will consider that Business Day to be the Business Day of your deposit. However, if you make a deposit on a day we are not open, we will consider the deposit to be made on the next Business Day we are open. The length of the delay varies depending on the type of deposit and is explained below.

If you make a deposit at an ATM before 9 p.m. ET on a Business Day that we are open, we will consider that Business Day to be the Business Day of your deposit. However, if you make a deposit at an ATM after 9 p.m. ET or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

#### Same-Day Availability.

Funds from electronic direct deposits to your account will be available on the effective/settlement day of the deposit. The effective/settlement day may differ from the day we receive the deposit, in which case the deposit may show as "pending" until the Business Day the transaction is dated from the originating company or individual.

If you make a cash deposit in person to one of our employees, the funds will be available on the Business Day we receive the deposit.

## Next-Day Availability.

Funds from the following deposits are available on the first Business Day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Checks drawn on Flagstar Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first Business Day after the day of deposit:

- 1. State and local government checks that are payable to you if you use a special deposit slip available from our tellers.
- 2. Cashier's, certified, and teller's checks that are payable to you if you use a special deposit slip available from our tellers.
- 3. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these Items are payable to you. If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second Business Day after the day we receive your deposit.

#### Other Check Deposits Subject to Second-Day Availability

The first \$225 from a deposit of other checks will be available by the first Business Day after the day of your deposit. The remaining funds will be available on the second Business Day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

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

<u>Longer Delays May Apply</u> – The section is updated to reflect new dollar amounts, and now states the following:

Safeguard Exceptions. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- 1. We believe a check you deposit will not be paid.
- 2. You deposit checks totaling more than \$5,525 on any one day.
- 3. You redeposit a check that has been returned unpaid.
- 4. You have overdrawn your account repeatedly in the last six months.
- 5. There is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

Special Rules for New Accounts - The section is updated to reflect new dollar amounts, and now states the following:

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the effective/settlement day of the deposit. The effective/settlement day may differ from the day we receive the deposit, in which case the deposit may show as "pending" until the Business Day the transaction is dated from the originating company or individual. Funds from deposits of cash, wire transfers and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,225 will be available on the seventh Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available on the fourth Business Day after the day of your deposit.

<u>Deposits at Automated Teller Machines or Mobile Check Deposit</u> – The section is updated to reflect new dollar amounts, and now states the following:

Funds from any deposits (cash or check) made via mobile check deposit or at a Flagstar automated teller machine (ATM) we own or operate may not be available until the second Business Day after the day of your deposit with \$225 available by the first Business Day after the day of your deposit. The other sections for same-day and next- day availability noted above do not apply for these types of deposits. All ATMs that we own or operate are identified as our machines

# Common Features - Fee Schedule

The charges noted below will be updated effective August 2020 for the following account products: Business Analysis Checking, Business Escrow Analysis Checking and Business Interest Checking:

Description	Charge
Paper Statement Fee	\$10.00

# **Non-Consumer Account Disclosure**

The charges noted below will be updated effective August 2020 for the following account products: Business Analysis Checking, Business Escrow Analysis Checking and Business Interest Checking:

Description	Charge
Maintenance Service Charge	\$25.00
ACH Debits-Incoming	\$0.15
ACH Credits-Incoming	\$0.15
Cash Deposit Processing Charge	\$0.15
Checks Paid	\$0.19
Copy of Check	\$6.00
Deposit Balance Management Fee	\$0.12
Deposit Ticket	\$0.75
Items in Deposit	\$0.18

Please reference the Non-Consumer Account Disclosure for your account for other applicable fees.

If you have questions about this notice or other banking matters, please visit a bank branch or call us at (888) 248-6423, Monday- Friday 7:30 a.m.-9 p.m., or Saturday 8:30 a.m.-6 p.m. ET

**a** Equal Housing Lender Member FDIC

Disclosure Amendment