

# Business Membership Account Agreement and Disclosures

## Atlantic Federal Credit Union - Effective July 1, 2020

**Notice to Members:** The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.

**BINDING ARBITRATION:** Except as specifically provided herein, this arbitration provision substantially limits your right to bring a legal action in a judicial forum (except for matters that may be brought in small claims court as set forth herein).

**PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE OF THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PAGES 15 AND 16 FOR COMPLETE DETAILS.**

### ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

The terms and conditions of this Business Membership Account Agreement and Disclosures ("Agreement") apply to all Atlantic Federal Credit Union Business Accounts. You have agreed by signing the Non-Consumer Account Signature Card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative; the terms "we," "our," and "Credit Union" refer to Atlantic Federal Credit Union. The term "Account(s)" refers to your Atlantic Federal Credit Union business deposit account(s).

The purpose of this Agreement is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan, safe deposit box and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, except as expressly stated below in regard to third party service providers, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules, which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

**1. Non-Consumer Accounts:** Accounts held in the name of a business, association, organization or other non-consumer entity are subject to the terms set forth in this Agreement. The account owners agree to inform us of the persons authorized to transact business on behalf of the non-consumer entity in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable, and corresponding Signature Cards until such time as we are informed of changes in a written document signed by any owner, officer or director of the organization that is actually delivered and received by us. We may require that third party checks payable to a non-consumer entity not be cashed, and be deposited.

### 2. General Definitions:

In this Booklet the words "you" or "your(s)" mean everyone that signs any Account Card or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "Credit Union," "We," "us," or "our" means the Credit Union providing this Agreement to you.

"Access Device" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to

access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction.

"Authorized User" and "Authorized Use" mean any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has any access to the joint account (online or otherwise), you understand that this owner or authorized user may access all accounts and services associated with the account. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered.

"Check" means an acceptable written "instrument" on your account(s), and includes the term "share draft."

"Instrument" means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State of Maine set forth in this Agreement.

"Owner" means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically designated as such in a completed and signed Account Agreement or Application Card.

"Shares" for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, "share(s)" mean all deposits in any share, savings, checking, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held - regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

"Transaction" means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union. All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (i.e.: to request one hundred dollars you will use: "\$100" "\$100.00" or the English equivalent: "One Hundred Dollars."). We are not obligated to follow any other instructions.

**3. Compliance with Laws and Inappropriate Transactions or Account Relationship:** You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.

**a. Restrictions on Accounts:** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses," "Internet Gambling Businesses," "Cannabis Businesses" or other businesses that we determine violate the limitations in this Section. By way of illustration: "Cannabis Businesses" are defined by the Credit Union to

be any person or business that (1) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (2) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

**b. Limitations on Account and Services for Members who Reside in Non-US Countries or Territories.** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations. We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

**c. Other Restrictions.** The Credit Union will not provide account services to entities routinely engaged in providing check cashing services to third parties or acting as a third-party processor. The Credit Union will not provide account services to any person or organization engaged in the business of betting or wagering, or that knowingly accepts payments in connection with the participation of another person in unlawful Internet gambling, as defined in Regulation GG, the Unlawful Internet Gambling Enforcement Act (UIGEA). The Credit Union may also restrict electronic debit activity applicable to member accounts that originates from known Internet gambling providers or may be coded as originating from a gambling establishment, as defined by Regulation GG. The Credit Union may restrict deposits or withdrawals by any individual or business member that routinely deposits and/or withdraws in aggregate more than \$150,000 in cash per calendar month. The Credit Union may restrict account services to any member who utilizes their account in a manner inconsistent with the account type, if such activity results in the avoidance of account fees.

**d. Limitations on Account and Services for Members who Reside in Non-US Countries or Territories.** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.

**4. Accounts and Services for Business Purposes:** You represent, warrant and guaranty that all accounts and/or other services, including any particular transaction shall be for commercial use, and no service or transaction shall otherwise be used for any consumer, household or family purpose whatsoever.

**5. Taxpayer Identification Numbers (TIN) and Certification and Identification:** Pursuant to the card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number and whether your business or you, personally, are subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, photographing, video recording and/or providing fingerprints or other biometrics.

**6. Credit Union's Right to Investigate:** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

**7. Termination or Restriction of Account(s) and Service(s) and Standards of Conduct and Behavior:** The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "abusive conduct" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or

obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. You further agree that we can terminate your membership, any account or service for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any checks that are lost or stolen; (5) there are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; or (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises. (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; or (21) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirement.

**a. Notice on Actions We may Take upon Termination as Set Forth Above.** We, on our own accord, may place a stop payment on any check, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

**8. Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media:** To open or maintain any account(s) or service(s) with us, you must qualify for membership and maintain the par value of the required shares as provided by the Credit Union's Bylaws and other applicable laws. To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.

**9. Defaults and your Credit Reports:** The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan, savings or checking accounts may be reflected in your credit report.

**10. Transaction Limitations for All Savings Accounts:** Pursuant to Federal Regulation D, during any calendar month you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Fee Schedule. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, your account will be subject to closure by the Credit Union and/or a fee as stated in the Fee Schedule. You may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us.

**11. Liability:** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Business Account Fee Schedule. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you agree to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees (including those fees allocable to our in-house counsel), to the extent permitted by law, whether incurred as a result of collection or any other dispute involving your account. This includes, but is not limited to, disputes between you and another business owner; you and an Authorized Signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

**12. Accounts and Services for Business Purposes:** You represent, warrant and guaranty that all accounts and/or other services, including any particular transaction shall be for business use, and no service or transaction shall otherwise be used for any consumer, household or family purpose whatsoever.

**13. Deposits to Your Account:** You may make deposits in any amount to your Account during normal business hours at any Credit Union branch or by mail. If the service is available to you, you may also make deposits by automatic transfers from other accounts, by telephone transfer, at an automated teller machine ("ATM") that accepts Credit Union deposits or by using the Mobile Check Deposit service in the Atlantic Mobile app.

The law allows and you specifically agree that we may supply any missing endorsement to a deposited check, draft or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of "final payment" from the party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned "insufficient funds" or "account closed"; or if an item is returned after final payment, we will charge your Account for the amount of the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the chargeback of a returned item or a fee or other charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service charge for the overdraft.

We receive final pay-ment for deposited items at different times depending on the location of the parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy, which is incorporated herein and which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service charge for the collection. If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

If we credit your Account for an automated clearinghouse credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we rely on the account numbers given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account numbers provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another member's account because the sender instructed us to credit an incorrect account number.

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Credit Union provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our express written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. Further, the Credit Union may charge you a fee as set forth in the Business Account Fee Schedule for each requested item and/or for research as applicable.

We reserve the right to refuse or to return all or part of a deposit at any time.

We automatically re-deposit returned items under \$100.00, but are under no obligation to do so.

Some deposits may be subject to fees as set forth in the Fee Schedule.

**14. Multiple Payees:** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

**15. Withdrawals from Your Account:** Money may be withdrawn from your Account in different ways, as permitted for each type of Account. We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will honor those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service charge, and we may also assess your Account a charge, which will be separately disclosed to you, each day on the amount of the overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions.

We strongly suggest that you date checks with a current date. **WE WILL NOT BE LIABLE TO YOU FOR PAYING**

**CHECKS WHICH ARE POST-DATED, STALE DATED (OLDER THAN SIX MONTHS) OR DO NOT BEAR A DATE.** If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the Stop Payment section of this Agreement).

You may stop payment on a preauthorized electronic funds transfer in accordance with the procedures described in our Electronic Funds Transfers Agreement and Disclosures, which is incorporated herein by reference and which may be amended from time to time.

You agree to use only check forms supplied or approved by us, and we will have no duty or liability whatsoever when you choose to use other items. Our duty is to use ordinary care in examining checks when they are presented to us for payment. **UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS.** We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account, or if we impose a fee in connection with either of these events.

Notwithstanding the foregoing you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

You are responsible for maintaining the security of all facsimile signatures, check writing equipment and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft or unauthorized use.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

**16. Actual Balance and Available Balance:** In Order to manage and understand how transactions are processed, including when fees such as overdraft fees may apply, you understand and agree to the following:

Your **Actual Balance** is the total amount of money in your account. The Actual Balance does not take into account outstanding transactions authorized by the accountholder. The Actual Balance may not always depict an accurate display of what you may spend without overdrawing your account.

The **Available Balance** is the total amount of funds in your account less holds placed on deposits and less holds on debit card authorizations not yet presented for payment. While an Available Balance shows as immediately available for use, it may not always depict an accurate display of what you may spend without overdrawing your account. For example: You have an Actual Balance of \$75 and an Available Balance of \$75. You then swipe your debit card at the grocery store; an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your available balance by the amount of the authorization which is \$25. Your Actual Balance would still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Actual Balance will be reduced by the amount of the posted transaction and both your current and available balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the Actual Balance may be greater), you may overdraw your account since transactions ARE posted against the Available Balance. This may result in fees as a result of exceeding your Available Balance. It is important to understand the order in which your transactions are paid as explained in Transactions from Your Account(s) to avoid making transactions that exceed your Available Balance.

We use your Available Balance to determine when your account is overdrawn prior to assessing fees. The following is an example: Your Actual Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase, the merchant requests an authorization, and a hold is placed on the \$70. Your Available Balance is now \$30. Your Actual Balance still shows as \$100. Before the merchant sends the transaction to us for payment, a \$35 check you wrote clears your checking account. Because you only have \$30 available when the check is presented, your account will be overdrawn by \$5, even though your Actual Balance shows \$100. In this case, we may pay the \$35 check, but you will be charged a \$30 fee, even though your Actual Balance exceeds the amount of the

transaction. The fee will be deducted from your account, further reducing your Available Balance (to -\$40.50). When the merchant requests payment for the \$70 debit card transaction, your Available Balance no longer has sufficient funds to cover it. This will result in another fee for the \$70 transaction even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

**YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE.** Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our Funds Availability Policy.

In addition, your Available Balance may not reflect all of your pending Debit Card or ATM card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid.

Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within 3 business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

Holds placed on your account balance for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your available balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed. Why is this important to You? The order in which items are paid is important if there is not enough available funds in your account to pay all of the items presented for payment. Our payment policy may cause your larger, more important items, (such as your rent or mortgage payment), to not be paid first, but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits & credits) and practice good account management. This will help you avoid writing checks or share drafts without sufficient available funds and incurring overdraft fees.

To know the Available Balance you may contact us at the phone number listed at the end of this document or utilize our Online Banking service available on our website: [www.AtlanticFCU.com](http://www.AtlanticFCU.com).

**17. Use of Biometrics:** The Credit Union may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any new technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process.

**a. Important Notice on Biometrics.** When you enable biometric access every person with an enrolled fingerprint for your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expands the number of persons who have access to your account regardless of the signers listed on your Account Agreement or Application Card with us. **THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU, THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.**

**18. Transaction Authorization:** If you give your account number, card number or access code to a third party person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

**a. Access Device.** This is any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device

shall also include any computer, smart-phone or other hardware used to make or process a transaction.

**b. Authorized User and Authorized Use.** This refers to any person who has actual, implied or apparent authority, or to whom any party has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have an Authorized Signer on an account that has any access to the account (online or otherwise), you understand that this owner or authorized user may access all accounts and services associated with the account. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts.

**19. Check Presentment:** Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination may be made.

**20. Facsimile Signatures:** If you choose to use facsimile signatures, you agree that: (1) It is impossible for us to determine whether or not a facsimile signature is genuine, (2) We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit, and (3) You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

**21. Transaction Limitations:** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an Overdraft Service. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners, business owners or Authorized Signers; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member's possession of any large sums of cash from the moment possession of same is made available to the Member, and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

You may make unlimited withdrawals or transfers by mail, ATM (if available) or in person from Money Market or Savings Accounts. You may not, however, make more than a total of six transfers to other accounts or to third parties during each monthly statement period when these are made by pre-authorized, automatic agreement, telephone transfer, Online Banking or Mobile Banking.

We reserve the right to prevent transfers which exceed the above limits or to monitor these transactions after they occur. When we observe that the number of transactions exceeds the above limits, we will contact you for corrective action. If excessive transactions continue to occur, we reserve the right to close your Account or convert it to an Account without transfer limitations.

**a. Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise specifically provided in our Agreements, all Transactions after our "daily cut-off time" and made on days that are not our business days as set forth in the Schedule will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

**22. Overdrafts:** An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with us that we pay or if we impose a fee that exceeds the balance in your account(s) ("overdraft"). An

overdraft may result from: the payment of checks, electronic funds transfers or other withdrawal requests you initiate; payments authorized by you; returned, unpaid items deposited by you; or charging your account for our applicable service charges and fees or the deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available." Unless you have Overdraft Services with us, you agree not to cause an overdraft on any of your accounts. If we decide not to pay an overdraft, the transaction will result in a non-sufficient funds ("NSF") transaction. We may impose a fee as set forth in the Fee Schedule for any overdraft or NSF item. The Credit Union, in its sole discretion, may pay any overdraft via Overdraw Transfer or Overdraft Protection or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. The Credit Union has no obligation to notify you of any overdraft, NSF or charge that creates a negative funds balance in your account(s). You agree that the Credit Union may, in its sole discretion, utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including, but not limited to, deposits of funds representing the payment of Social Security, Veterans benefits or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any Overdraft Service you have now or in the future is intended to cover and be utilized for any such matters addressed herein caused by or arising from the actions of any owner or authorized users. You may apply for and receive the benefits of a specific agreement for Overdraft Service and if approved by us, you agree the terms of any such agreement(s) shall also apply.

**a. Obligation to Repay.** You agree to pay to us promptly the amount of the overdraft as applicable together with any fee pursuant to the Credit Union's policies. You must bring your account to a positive balance within thirty (30) days of any overdraft. Failure to do so may result in account termination, our possible exercise of right to offset without prior notice, collection actions and negative credit reporting. Please contact us immediately if you are unable to pay your balance in full within the required timeframe. If we pay an overdraft on an account with more than one (1) owner, each owner is jointly and severally liable for such overdrafts and/or fees. The Credit Union reserves the right to apply any other or later deposits, including direct deposits, to pay your overdrafts or overdraft fees.

**23. Overdraft Services:** Overdraft Service are not a loan and are not subject to interest charges or late fees; however items paid are subject to fees as set forth in the Fee Schedule. Please read this entire section to understand the services, including how items are paid and how fees are assessed. You understand that the definitions of "Actual Balance" and "Available Balance" in this agreement fully apply to Overdraft Services (See Definitions section of this booklet); we use the available balance and not the actual balance to determine both the payment of overdraft and the assessment of fees. You understand and agree that we have no control over how the third parties, or entities that process transactions for them, "code" transactions. For instance, third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any Overdraft Service you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you. We can terminate your participation in any Overdraft Service at any time without notice if: (1) you are in default under the terms of your services agreement or the terms of the Consumer Membership Account Agreement and Disclosures; (2) you are in default or subject to cancellation of services under any other agreements with the Credit Union; (3) your services are subject to cancellation under any Credit Union policies or procedures; (4) the Credit Union is required to terminate or limit any services under any applicable laws, regulations, rules or other governmental requirements; or (5) we deem it to be in the best interest of the Credit Union. We may change the terms of our Overdraft Service at any time without notice. The Credit Union's forbearance from, or delay in, exercising any of the Credit Union's rights, remedies, privileges or right to insist on your strict performance of any provisions of your account agreement, or any other provision related to your account, shall not be construed to be a current or future waiver of the Credit Union's rights, remedies or privileges.

**a. Overdraft Services Opt Out.** You may never need to take advantage of any Overdraft Service, but you may find it useful in the event of a temporary financial shortfall. If you do not want to have Overdraw Transfers or Overdraft Protection you may terminate ("opt out") by contacting us to remove these benefits from your account using the information at the end of this booklet. There is no fee to opt in or opt out. You must give us at least three (3) business days from the date of receipt to cancel your Overdraft Service. If you opt out, you are instructing us to return any overdraft items unpaid. The Credit Union will charge a fee for checks and ACH transactions which are returned, and if those items are presented more than once the Credit Union will charge a fee each time an item is returned. We do not charge a returned item fee for certain declined transactions including Online Banking, Mobile Banking and telephone transfers or POP money transfers.

**b. Overdraw Transfer.** If you open a checking account, your savings account will automatically be set to transfer funds needed to cover an overdraft, if there are sufficient funds. If you have other accounts with us, you can authorize us to set those accounts up as well or in the place of your savings account. This service cannot be applied to other checking accounts. No application is required for this service. Use or allowance of Overdraw Transfer does not

constitute an actual or implied agreement between you and us, nor does it constitute an actual or implied obligation of or by us. This service is discretionary and may be withdrawn or withheld by us at any time without prior notice or reason or cause. Each transfer results in a fee. You may opt out at any time.

**c. Overdraft Protection.** This Overdraft Service can be used to pay your overdraft items if paying them would not cause your available balance to go more than \$1,500.00 into the negative and may be automatically granted to checking account holders 60 days after their account is opened. Payment of your overdraft items, however, is at our discretion and we reserve the right not to pay. Overdraft Protection can be used to cover your checks, individually authorized and recurring ACH transactions, POP money transfers and BillPay payments. Eligibility for Overdraft Protection is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Savings accounts, Money Market accounts, Public/Municipal accounts, Organization accounts, Association accounts, some Trust accounts and accounts of minors (not of legal age) are immediately ineligible for this service. We may, in our sole opinion and discretion, limit the number of your accounts eligible for Overdraft Protection to one account per household and/or one account per taxpayer identification number. Overdraft Protection is discretionary and may be suspended or permanently removed at our discretion at any time without prior notice of reason or cause; our reasons may include but are not limited to:

- You do not bring your account to a positive balance within 30 days of becoming overdrawn;
- Your account is not eligible for any reason we deem necessary including, but not limited to, the type of account you have or your account activity;
- You are past due on any Credit Union loan or delinquent on any other obligation to the Credit Union;
- You are subject to any legal or administrative orders or levies, or you are currently a party in a bankruptcy proceeding;
- Your account is classified as inactive;
- Your mailing and/or physical address on file with the Credit Union is no longer valid;
- You have an unresolved prior loss with the Credit Union;

or

- We believe you are managing your account in an irresponsible manner which may harm you or us, including causing NSF items.

No application is required for this service. Use or allowance of Overdraft Protection does not constitute an actual or implied agreement between you and us, nor does it constitute an actual or implied obligation of or by us. Each item covered is assessed a fee. You may opt out at any time.

**24. Business Line of Credit:** This is a loan which, if approved by the Credit Union, can be linked to your checking account to cover a check or other item when there are not available funds in your checking account using the terms and conditions described in the line of credit agreement/note. Transfers will occur as long as you are not in default. Advances from the overdraft line of credit may be subject to fees and finance charges described in the line of credit agreement/note.

**25. Stop Payment Orders:** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the item. You can notify us by mail, telephone, electronically or in person. You may stop payment on a withdrawal order or on any check, except for cashiers' checks, official checks or other cash equivalent items. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the item. Only the person placing the SPO may release the SPO. An authorized signer may stop payment on an item. We will charge you a service charge for any SPO as set forth in the Business Account Fee Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us. Such written confirmation by us will also be effective for six (6) months on a personal check and indefinitely for an ACH item.

**a. ACH.** By providing written confirmation, your SPO will be effective for an indefinite period of time. The Credit Union may, in its sole discretion, confirm any SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for an indefinite period of time. You acknowledge and agree that an indefinite SPO may affect future transactions, and agree to be fully and solely responsible and liable for any such SPO that you order.

**b. Checks.** By providing written confirmation, your SPO will be effective for a period of six (6) months. The Credit Union may, in its sole discretion, confirm any SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional request as described above. It is solely your obligation to release the SPO or to take steps not to re-use a check number that is the subject of any SPO in order to avoid application of your SPO to all checks that bear the same number as described herein. The Credit Union will not be responsible for any loss as a result of

honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; (4) if you fail to provide us with complete or accurate information; (5) or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

**c. Debit Card Transactions (Recurring Authorizations Only).** By providing written confirmation, your SPO will be effective for a period of twelve (12) months on any preauthorized Debit Card transaction with recurring authorization. A recurring authorization is a series of transfers authorized as a group, and not requiring your individual approval (for example, monthly health club dues, insurance premiums, etc.). The Credit Union may, in its sole discretion, confirm any SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. SPOs cannot be completed for one-time Debit Card transactions since you have provided explicit, individual approval for the transaction.

**d. Cashier's Checks/Corporate Share Draft.** If you seek to return any cashier's check or like item after it is issued to you or another, then you agree we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code and will not replace the instrument until before 91 days after the issue date.

**e. Insufficient Funds and Stop Payment.** You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a SPO.

**STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, WE CANNOT ASSURE YOU THAT THE ITEM YOU WANT STOPPED WILL NOT BE PAID.**

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to re-credit your Account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we re-credit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

**26. Use of Check Images and Substitute Checks:** For each original check that you deposit, you hereby authorize us (and any collecting institution, returning institution, Reserve Bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may: (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your Account, a paper copy or paper representation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Credit Union in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

**27. Dividends:** Dividends are subject to the approval of the Credit Union's Board of Directors and are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Not all business accounts pay dividends. You should refer to the Rate Schedule to assess current dividends (if any). Dividends will be calculated on your dividend bearing Account and credited directly to your Account as set forth below. The following, additional provisions apply to dividend-bearing business accounts:

**a. Payment and Balance Computation.** Your dividend rate and annual percentage yield may change. At our discretion, we may change the dividend rate and Annual Percentage Yield on your Account any time without notice to you. We may also change the manner in which dividends are calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any other manner required or permitted by law. If you desire current dividend rate and annual percentage yield information, please ask in any branch office or telephone your Credit Union representative.

We reserve the right to calculate dividends for those dividend bearing Accounts which are used for business or other non-personal purposes, in a manner different from those dividend-bearing Accounts which are used for personal, household or family purposes. We must report dividends on certain non-corporate Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the dividends earned on your Account, as required by law. You may also be subject to government penalties.

**b. Dividend Payment and Balance Computation.** At our discretion, we may change the dividend rate(s) and Annual Percentage Yield(s) on your account at any time without notice to you. Dividends on all dividend-bearing commercial / member business deposit accounts referenced in this Agreement are compounded monthly and credited monthly.

We use the daily balance method to calculate the dividends on your account. This method applies a daily periodic rate to the principal in the account each day. Tiered-rate accounts earn dividends on the entire account balance each day at the dividend rate and annual percentage yield in effect for that day's balance.

Dividends begin to accrue on dividend-bearing accounts no later than the business day we receive credit for the deposit of checks and other non-cash items. Dividends begin to accrue on money market deposit accounts based on the day funds are available to you for withdrawal.

Unless stated otherwise, the term "month" when used in this Agreement or any Schedule or other Addendum means monthly statement cycle.

**28. Interest on Lawyers Trust Accounts (IOLTA):** The following terms and conditions apply to IOLTAs: (1) If you open an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored; if the applicable state requires notice of those events; and to provide all notices and reporting as required by applicable laws; (2) IOLTAs can only be set up as checking accounts; (3) You may not link any IOLTAs to any other account(s); (4) Interest or dividends on IOLTAs will be paid (after deducting all applicable service charges and fees as permitted) periodically to the appropriate agency. You agree that you are responsible for the payment of all service charges and fees applicable to your IOLTA or IOTA account which are not deducted from the interest earned on the account because deduction is prohibited or because the charges and fees exceed the interest; (5) Upon our request from time to time, the authorized signers for an IOLTA will provide documentation required by applicable state law and applicable bar association (or similar entity) rules; (6) We act only as custodian of the trust funds in IOLTAs and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s); and (7) The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account.

**29. Realtors Affordable Housing Fund Accounts (RAHF):** Realtors may establish accounts for funds to be held in trust in a dividend bearing savings or checking account. Net dividends accrued in RAHF accounts are remitted periodically to the Realtors Affordable Housing Fund. Client funds in RAHF accounts are insured by the National Credit Union Share Insurance Fund only for those clients who are members of the Credit Union. 12 C.F.R. §745.0, 745.(b).

**30. Statements:** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one

periodic statement to any of the account owners identified on the Account Agreement or Application Card. If provided electronically, you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

**a. Your Duty to Review and Report Problems.** As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to forged or missing signatures) related to your account. Because you are in the best position to discover any problem you agree that it is your duty to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that: (1) you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you; (2) results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or (3) as otherwise provided by law or regulation. You agree that this 30-day period to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you. You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an appropriate affidavit of unauthorized use on a form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit. Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

**31. Change of Name, Phone Number or Address:** You will promptly notify us of any change of name, phone number or address, including your e-mail or other electronic address by: (1) writing us at the address set forth at the end of this booklet, (2) via e-mail using the Credit Union's Online Banking (after the entry of your username and password) or (3) or the Credit Union's message system in the Mobile Banking application (App). In the absence of such notice, any mail, disclosure or notice sent to you at any address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Fee Schedule to process returned Statements and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision. The Credit Union may require documentation substantiating any of these changes.

**32. Inactive or Dormant Accounts:** If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Fee Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Fee Schedule for inactivity, which is generally the failure to transact any business on an account for the period set for in the Fee Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Fee Schedule for processing your dormant account ("Abandoned Property Processing Fee"). Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

**33. Adverse Claims To Funds In Your Account:** Without any obligation or liability, we may place a hold on your Account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.

**34. Money Owed:** Except to the extent otherwise agreed with you in writing, any loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the Account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the Account and in any other account(s) in your name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights even though we may enter the set off on our books at a later date.

Your security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

**35. Change in Business Ownership or Authorized Signers:** You should notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and/or signature cards before the change is made effective. You should also notify us in writing of any change in your address. YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

**36. Death of Sole Proprietor or Single Owner LLC With Same TIN:** Following the death of a sole proprietor of an unincorporated business or and LLC with a single owner using that owner's personal TIN, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

**37. Charges to Your Account:** Your Account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain Account services, and late payment charges as set out in the Business Account Fee Schedule, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your Account are attached, garnished, or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your Credit Union representative to learn the amount of the fee.

We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your Account by posting in our branch offices, by making the information available to you in electronic form or otherwise as required or permitted by law.

**38. Closing Your Account:** You or the Credit Union may close your Account at any time for any reason and without prior notice. If we close the Account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the Account is closed.

**39. Information:** You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your account.

**40. Disclosure Statements:** In connection with your Account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.

**41. Our Standard of Care:** Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account. NO THIRD PARTY SHALL HAVE ANY

RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

**42. Other Services:** If you use other Credit Union services in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

**43. Amendment & Waiver:** We reserve the right to amend this Agreement from time to time, including the right to convert your Account from one product to another. Where practicable, we will post notice of any amendment in our branch offices, or we will mail notice of an amendment to the last address which you have specified for your Account, or notify you otherwise as required or permitted by law. Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Credit Union officer and shall not be considered a waiver of any other or future obligation or right.

**44. Severability:** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

**45. Waiver of Jury Trial:** YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT, ANY TRANS-ACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS, OR ANY OTHER AGREEMENTS, TRANSACTIONS OR RELATIONSHIPS YOU MAY HAVE WITH US NOW OR IN THE FUTURE. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

**46. Governing Law:** This Agreement is governed by the laws and regulations of the state in which the Credit Union office where you opened your account is located. If your account is opened by mail, or electronically through our website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have an office located in your state of residence, and your account is opened by mail, or electronically through our website, this Agreement is governed by the laws and regulations of the State of Maine. This Agreement is also at all times governed by the laws and regulations of the United States of America.

Further, you represent and agree that you shall perform all transactions, undertakings and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

**47. Mandatory Arbitration of Disputes:** Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or

applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

**WITH THE EXCEPTION EXPLAINED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.** Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations, or to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where the Credit Union maintains a branch that is the closest Credit Union branch to your primary place of business. Each party must bear all of their own expenses, including the party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

**48. Costs, Expenses And Attorneys' Fees:** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

**49. Indemnity:** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).

**50. General Limitation of Liability:** We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide hereunder.

We make no warranties, express or implied, in connection with the services we provide you under this Agreement,

including, without limitation, the warranties of merchantability and fitness for a particular purpose.

In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including counsel fees), which you may incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

We may issue you the number of Passwords, PINs or other access keys (together "passwords") for your accounts or account services that you request. You shall have sole and exclusive responsibility for providing the passwords to those individual(s) whom you authorize to use the card(s). We shall have no liability for transactions performed using your card and a PIN issued to you regardless of whether you deem such transactions to be authorized or unauthorized.

Any security procedure applicable to the card and disclosed to you is strictly confidential and should be disclosed to only your employees or agents with a need to know them. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to insure the confidentiality of the PINs and the security procedures.

We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards or PINs by your employees, agents or representatives. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees). We reserve the right to change our security procedures upon notice to you.

**51. Powers of Attorney:** You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. As pursuant to all applicable laws, the Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transactions. You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of Transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it. You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

**52. Electronic Records:** You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

**53. "E-Mail" and Facsimile Communications:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Account Agreement or Application Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

**54. International ACH Transactions:** You acknowledge that in the event an International ACH Transaction (IAT) Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union's screening

criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide Account holder such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

**55. Right to Reject, Delay or Suspend:** We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC);
- Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

You agree that any such action allowed above is a permissible or delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts.

**56. Association or Organization Accounts:** Accounts held in the name of an association or organization are subject to the same terms set forth in the Agreement and the all additional rules. The account signers agree to inform us of the persons authorized to transact business on behalf of the association or organization in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable, and corresponding Non-Consumer Signature Card until such time as we are informed of changes in a written document signed by any owner, officer or director of the Association or Organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed, and be deposited to an Association or Organization account.

#### ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online, mobile or TellerPhone banking we will provide you the applicable agreements that govern the use of those services ("Online Services"). You agree that these terms shall apply to these other services except where those other agreements expressly provide other or contrary terms.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please contact the Credit Union at the telephone number or at the address printed at the end of this booklet. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**1. Types of Transactions:** These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

**a. Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- i. Direct Deposits (Credits):** You can arrange for direct deposits to your checking or savings account(s).
- ii. Preauthorized Payments (Debits):** You can arrange to pay certain recurring bills from your checking or savings account(s).
- iii. Electronic Check Conversions (ECKs):** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- iv. Electronic Returned Check Charge:** You may authorize a merchant or other payee to initiate an

electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

**b. Account Access at Automated Teller Machines.** You may perform the following transactions\* at ATMs:

- i. Make cash withdrawals** from your checking and savings accounts.
- ii. Deposit funds** to checking and savings accounts.
- iii. Transfer funds** from your account associated with your card.
- iv. Check the current balance** of your linked checking, savings, credit card and line of credit accounts.

\*Some of these transactions are not available at all ATMs.

**c. Purchases at Merchants.** You may use your Debit Card to make purchases at merchants that accept Visa® cards. You may use your Debit Card to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your Debit Card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

**d. Returns at Merchants.** Returns of purchases made with your Debit Card.

**2. Other Electronic Transactions:** In addition to transactions initiated by using your Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

**a. Telephone/personal computer activated transfers** of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.

**b. Automatic transfer of funds** between checking and savings accounts.

**c. Automatic periodic payments** to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).

**d. Direct deposit** to checking or savings accounts (for example, payroll checks, social security payments).

**e. Electronic check conversions** from your checking account using a blank, partial or fully completed personal check at merchant locations.

**f. Payments made** to your account through your Debit Card.

**3. Limits on Transfers:** The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this Agreement and in the Rate and Fee Schedules and other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

**4. Balance Requirements:** Transactions using your business check card(s) will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

**5. Security:** For security reasons, there are limitations on the transactions that you may perform with any of your Credit Union Debit Cards or Credit Union ATM Cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member financial institutions you may perform during each 24-hour period. Our standard transaction limits are set forth in the Fee Schedule. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

**6. Debit Card Transactions:** When you use your Credit Union Debit Card for payment, the merchant requests Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit Card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the Debit Card authorization has not been presented for payment after three business days,

it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the Debit Card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any Debit Card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was positive at the time the debit card transaction was authorized, you may be charged a fee. For more information on Available Balance please see above in this Agreement. Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

**a. Visa® Debit Card POS transactions.** Your Debit Card may be used to access your checking account to purchase goods, pay for services, and get cash from a merchant (if merchant policy permits) or from participating financial institutions.

**b. Recurring and One-time Authorizations.** A recurring authorization is a series of transfers authorized using your Debit Card as a group for a merchant with whom you choose to do business and do not require your individual approval (for example, monthly health club dues, insurance premiums, etc.). A one-time authorization is a single transfer using your Debit Card in which you have provided explicit, individual approval to a merchant for a unique transaction.

**c. Using Your Card for International Transactions.** You may use your Credit Union Debit Card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. We may block transactions in certain foreign countries. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. The Credit Union does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules. Additional fees may apply. If you need to contact us about your card while outside of the United States, call us at the numbers listed at the end of this booklet or printed on the back of your Debit Card.

**i. Additional Charges for Non-US Transactions:** If you effect or authorize a transaction with your access device in a currency other than US Dollars, Visa® will convert the charge into a US Dollar amount. The Visa® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Visa®, as applicable. The exchange rate Visa® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. An International Service Assessment (ISA) Fee of 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars.

**7. Fees:** We will charge you fees for electronic fund transfers in accordance with the information found in the Fee Schedule. The fees may be changed at any time, subject to our giving you any notice required by law. ATM Surcharges. When you use an ATM that is not identified as ours with the Credit Union name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

**a. ATM operator/network Fees.** You may be charged a surcharge fee by the owner of a non-Credit Union ATM or by the network used and you may be charged for a balance inquiry even if you do not complete a funds transaction. The Credit Union may charge you a fee for using a non-Credit Union machine as set forth in the Fee Schedule.

**8. Wire and ACH Transfer Requests:** This section covers your rights and responsibilities with regard to Wire Transfer requests you initiate or receive. We may use Fedwire to execute any Wire Transfer request; Fedwire is the Funds Transfer system of the U.S. Federal Reserve Banks. If any part of a Wire Transfer request is carried out by Fedwire, your rights and responsibilities are governed by Regulation J of the U.S. Federal Reserve Board. Without limiting the foregoing, certain provisions of the Uniform Commercial Code, Article 4A (UCC, Article 4A), may apply to Commercial credit transactions (Non-Consumer). We may, at our discretion, contact you for confirmation of your Wire Transfer request prior to processing. Failure to receive confirmation may result in your Wire Transfer request not being processed.

If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely

on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. Credit Union reserves the right to temporarily suspend processing of international transactions for verification which may result in a delay in settlement or crediting. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Using us to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

We may establish or change cut-off times for the receipt and processing of funds, transfer requests, amendments, or cancellations for each weekday that we are open which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.

We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as an owner or other authorized party with the right of access to the account from which the funds transfer is to be made.

We may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and us agree, in writing, on an alternate security procedure.

If you give us a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's financial institution on the basis of the identifying or financial institution account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to us if the funds transfer is completed on the basis of the identification number you provided to us. If you give us a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as the proper identification even if it identifies a different person than the named financial institution. This means that you will be responsible for any loss or expenses incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.

We will not provide you with next day notice of receipt of ACH or wire transfers to your account. You will continue to receive notices of receipt of ACH and wire items in the periodic account statements which we provide. You may of course inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at The Bank to which the funds transfer should have been made or from which the funds transfer was made.

**a. Authorized Account.** An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**b. Acceptance of your Payment Order.** We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**c. Cutoff time.** If we do not receive your payment order or communication canceling a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**d. Payment Processing and Settlement.** If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies

otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**e. Security Procedure.** As described more fully in a separate writing which is incorporated herein by reference, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. Furthermore, you acknowledge and agree that in the event we require additional information, but do not receive such information, we, at our discretion, may initiate or reject your Wire Transfer request. Under such circumstances, we shall not be liable to you for any actual loss or damages provided we acted in good faith.

**f. Reporting Unauthorized or Erroneous Payments.** You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us is outlined as follows:

**i. Wire Transfer:** We will provide you with information that sets forth the date, amount and other details which pertains to your Wire Transfer request. The information will be provided to you on the business day your Wire Transfer request is processed using the information we have on file for you. You must notify us within one (1) business day from the date such information is provided to you of any discrepancy which pertains to your Wire Transfer request by calling the number set forth in the Business Rate and Fee Schedule. In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Wire Transfer request. You may access your Account details by way of our Online Banking Services and/or Telephone Banking Service. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**ii. Name and Number Discrepancies:** In the event you initiate a Wire Transfer for which Fedwire is used, and you identify the beneficiary by name and account number, you acknowledge and agree that the beneficiary's financial institution may make payment based solely upon the account number. Thus, if the name and account number of the Wire Transfer you initiate do not match, the beneficiary's financial institution may accept the Wire Transfer based solely on the account number unless the beneficiary's financial institution has knowledge of the discrepancy. In any event, you acknowledge and agree that the beneficiary's bank is not required to determine whether the name and account number refer to the same beneficiary.

Similarly, without limiting the foregoing, in the event you initiate a Wire Transfer for which Fedwire is used, and you identify an intermediary or a beneficiary financial institution by name and identifying number, you acknowledge and agree that we and every intermediary or beneficiary financial institution may make payment based solely upon the identifying number. Thus, in the event the name and identifying number of the Wire Transfer you initiate do not match, we and every intermediary or beneficiary financial institution may rely solely on the identifying number even in the event the identifying number identifies a financial institution other than the one named.

**g. Record of Oral or Telephone Orders.** You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation. Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**h. Refund of Credit.** You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**i. Amendment of Funds Transfer Agreement.** From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**j. Cancellation or Amendment of Payment Order.** You acknowledge and agree that you may not amend or cancel a Wire Transfer request after we have received it. In the event you request for us to amend or cancel a Wire Transfer that has been received by us, we may, at our discretion, make a reasonable effort to act upon your request. Under such circumstances, you acknowledge and

agree that we are not liable to you in the event the Wire Transfer cannot be amended or canceled, for any reason. Furthermore, you acknowledge and agree to indemnify and reimburse us for any losses we incur which may result from your request to amend or cancel a Wire Transfer.

**k. Affirming Our Right to Accept or Reject a Wire Transfer.** You acknowledge and agree that we may, at our discretion, confirm the authenticity of your Wire Transfers by requiring additional information, but we are under no obligation to do so. Furthermore, you acknowledge and agree that in the event we require additional information, but do not receive such information, we, at our discretion, may initiate, post or reject your Wire Transfers. Under such circumstances, we shall not be liable to you for any actual loss or damages provided we acted upon in good faith.

**l. Intermediaries.** You acknowledge and agree that we may select any intermediary financial institution, system or means of transmittal to send a Wire Transfer. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your payment instructions.

**m. Limit on Liability.** In addition to any limitation otherwise set forth herein or limitations applicable under governing laws, you waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**n. Erroneous Execution.** If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**o. Objection to Payment.** If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment and request a return of funds to the originator within 60 calendar days of our notice to you.

**9. Automated Clearing House (ACH) Items:** We will not provide you with next day notice of receipt of ACH transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide. You may of course inquire between receipt of periodic statements whether or not a specific funds transfer has been received. A Business Account is limited to the next business day from the Settlement Date to return an unauthorized ACH Entry. Thus, when you are the owner of a Business Account, you must practice ordinary care with managing your Account activity on a daily basis. You may access your Account details by way of our Online Banking, Mobile Banking and/or Automated Telephone Banking services.

Credit given by us to you with respect to an ACH Credit Entry is provisional until we receive final settlement from the Federal Reserve Bank (UCC, Article 4A). In the event we do not receive final settlement, you acknowledge and agree that we are entitled to debit your Account in the amount of the ACH Credit Entry, and the Originator that initiated the ACH Credit Entry shall be deemed not to have made payment to you.

You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may credit your Account in accordance to these Rules as instructed by the Originator of the ACH Credit Entry. Furthermore, we may accept an ACH Credit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Credit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the governing State as otherwise set forth in this Agreement.

Without limiting the foregoing, you acknowledge and agree that we are not required to provide you with next day notice of an ACH Credit Entry we accept on your behalf. However, we shall continue to notify you of such receipt as reflected on your Periodic Statement we provide to you. You may access your Account details by way of our Online Banking, Mobile Banking and/or Automated Telephone Banking services.

You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may debit your Account in accordance to these Rules as instructed by the Originator of the ACH Debit Entry. Furthermore, your rights and responsibilities with respect to such ACH Debit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the governing State as otherwise set forth in this Agreement.

Without limiting the foregoing, you acknowledge and agree that upon receipt of an ACH Debit Entry, you have until the next business day from the Settlement Date to determine if such ACH Debit Entry is authentic. In the event you do not recognize an ACH Debit Entry (or ACH Credit Entry), notify us AT ONCE of the relevant facts. You may access your Account details by way of our Online Banking, Mobile Banking and/or Automated Telephone Banking services.

In the event you determine that the ACH Debit Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Debit Entry accordingly. You acknowledge and agree that we must receive your request to return such ACH Debit Entry. The Settlement Date is the date on which the ACH Debit Entry posted to your Account. Notwithstanding, you acknowledge and agree that you lose your right to return under the NACHA Operating Rules in the event you fail to

notify you of your intent to return an unauthorized ACH Debit Entry within one business day from the Settlement Date. Under such circumstances, we may act on your behalf to request a "permissible return" from the financial institution that sent the ACH Debit Entry, but such institution is not required to comply with our request. You agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Debit Entry that is not returned by the next business day from the Settlement Date and deadline set forth herein and in accordance to the NACHA Operating Rules.

In the event you discover (or reasonably should have discovered) any unauthorized ACH activity on your Account, notify us AT ONCE. If it is determined that the ACH Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Entry accordingly. You must notify us of your intent to return an unauthorized ACH Entry by the next business day from the Settlement Date. You acknowledge and agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Entry that is not returned within the timeframe set forth herein and in accordance to the NACHA Operating Rules. Without limiting the foregoing, you acknowledge and agree to hold us harmless in the event it is later determined that the ACH Entry was authorized; thus, the Originator of such ACH Entry plans to seek retribution.

We strongly recommend that you review your account often and consider carefully those to who you provide your account information to help minimize fraudulent activity on your Account. You may access your Account details by way of our Online Banking, Mobile Banking and/or Automated Telephone Banking services.

**a. Returning Unauthorized ACH Entries:** Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that are unauthorized may warrant the most concern. In the event you receive an ACH Entry that is unauthorized, you acknowledge and agree that you have until the next business day from the Settlement Date to return it. The Settlement Date is the date on which the ACH Entry posts to your Account.

#### 10. Documentation:

**a. Terminal Transactions.** You can get a detailed transaction slip at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.

**b. Preauthorized Credits.** If you have arranged to have a direct deposit made to your account(s) at least once every sixty (60) days from the same person or company, you can visit our Online Banking site at [www.AtlanticFCU.com](http://www.AtlanticFCU.com) or call us at the telephone number listed on the back of this booklet to find out whether or not the deposit has been made

**c. Preauthorized Payments.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date.

To confirm the completion of automatic transfers, payments and/or direct deposits, please contact us at the phone number listed at the end of this booklet or visit our Online Banking site at [www.AtlanticFCU.com](http://www.AtlanticFCU.com).

**d. Periodic Statements.** Transfers and withdrawals transacted through an ATM or POS terminal, Telephone, Mobile Banking, Online Banking or Visa® Debit Card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

**e. Electronic Statement.** The Credit Union has the capability of capturing your periodic statement electronically (eStatements) and posting it in a secure manner so that you may retrieve it at your convenience. YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON PAPER or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. Credit Union will provide you error-resolution information with each periodic statement.

**f. Authorizing eStatements.** You may sign up for eStatements by calling us, coming into the Credit Union or through Online Banking via our website, [www.AtlanticFCU.com](http://www.AtlanticFCU.com). We will consider your request for eStatements to be your agreement that Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for pickup. Your statement will remain on the site for 18 months from the date we notify you. We will stop sending paper statements on this account unless you notify us that you no longer wish to receive eStatements; however you can always request a special copy of the statement be created for you. See Fee Schedule for applicable fees.

**g. Canceling eStatements.** If you are not happy with your eStatement, we can switch you back to paper statement at no charge. We must hear from you at least five business days before the end of a statement period, which is either the last business day of the month or last day of business for the quarter. To switch from eStatement back to paper statements, call us at the number at the end of this booklet and ask us to re-set your account for paper statements. We may ask you to put your request in writing and deliver it to us within 14 business days.

**h. Supplemental Paper Statements.** If you need to get a paper copy of your statement, you may call or write us at the telephone number or address listed at the end of this booklet or request through our Online Banking via our website- [www.AtlanticFCU.com](http://www.AtlanticFCU.com). See the Fee Schedule for applicable charges.

**i. Member Responsibilities.** It is your responsibility to keep the Credit Union apprised of your current e-mail address and contact us if you do not receive your statement or notice of statement. Failure to notify the Credit Union of e-mail address changes is treated just as failure to notify us of new physical address. You are also responsible for picking up your statement. Statements will reside on the secure site for 18 months. If you do not pick up your statement within that time, you will have to call for a paper statement to be generated and pay the appropriate charge shown on the Fee Schedule.

**11. Right to Stop Payment of Preauthorized Transfers:** You can stop regularly scheduled payments by calling us at the telephone number listed at the end of this booklet or by making a request through our Online Banking via our website, [www.AtlanticFCU.com](http://www.AtlanticFCU.com), three business days or more before the payment is scheduled to be made. When you call, we may require you to put your request in writing and return it to us within 14 days after the request has been made. See the Fee Schedule for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction and that failure to do so may result in the payment of the item. If you order us to stop one of these preauthorized payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**12. Our Liability for Failure to Make a Transaction:** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance when:

- You do not have enough money in your account to make the transaction through no fault of ours;

- The transaction goes over the credit limit on your overdraft line;

- The terminal where you were making the transaction does not have enough cash;

- The terminal or other system was not working properly and you knew about the breakdown when you started the transaction;

- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken;

- You have not properly followed instructions for operation of the ATM or system;

- The funds in your account are subject to legal process or other similar encumbrance;

- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements;

- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device;

- The Credit Union has a reasonable basis to believe an access device has been compromised; or

- That other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

**13. Authorized Transactions:** We assume that all transactions performed with your Credit Union ATM Card or any of your Credit Union Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify the Credit Union at the phone numbers set forth on the back page of this booklet that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN and/or account will have to be deactivated). You may also write to us, but your revocation of authority will not be valid until we actually receive it and have an opportunity to act upon it. We will have no obligation until notice is actually received by us.

**14. Unauthorized Transactions and Lost or Stolen Cards/Access Devices:** An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit. In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your Credit Union ATM Card or Credit Union Debit Card and personal identification number (PIN) together. Do not write your PIN on your card;

- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify Credit Union at the phone numbers set forth on the back of this booklet that the person is no longer authorized to use your card or PIN;

- Notify Credit Union at the phone numbers set forth on the back of this booklet or do so at any Credit Union branch of the loss, theft or unauthorized use of your card or PIN; and

- Notify Credit Union at the phone numbers set forth on the back of this booklet or do so at any Credit Union branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify the Credit Union at the phone numbers set at the back of this booklet or at any Credit Union branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions.

**15. Reporting a Lost Card, Access Device, PIN, or Teller-Phone PIN or Fraud:** If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us using the address or the telephone number listed at the end of this booklet. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example: Detection of suspicious or fraudulent activity; Lack of usage; Misuse; or Access devices returned as undeliverable by postal service.

**16. Consumer Liability for Unauthorized Transfers:** Liability for Unauthorized Transfers. Tell us AT ONCE if you believe any access device or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can establish that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can establish that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address on the back page of this booklet. Special Rule for Debit VISA® Purchases: For Debit VISA® card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.

#### 17. Business Days and Daily "Cut-Off" Limits:

**a.** The Credit Union's "daily cut-off time". All deposits or transactions received after the time we close for business on a day we are open or received after we open our Night Depository, or received on a day on which we are closed for business, will be treated as if received on the next business day that we are open. Our business hours are listed below.

**b.** The Credit Union's "daily cut-off time" for Uniform Commercial Code Funds Transfers. Contact the Credit Union for cut-off times.

**c.** The Credit Union's business day disclosure. Our business days are Monday through Friday 8:00 a.m. to 5:00 p.m., and 9:00 a.m. to 12:00 p.m. on Saturday, excluding holidays. Our Night Depository is opened at 9:00 a.m. when we are open. Deposits to the Night Depository made after 9:00 a.m. or on a day we are not open will be processed on the next business day we are open.

**18. Confidentiality:** We will disclose information to third parties about your account as permitted by law or the transfers you make: 1. Where it is necessary for completing transfers; or 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or 3. In order to comply with government agency or court orders; 4. If you give us your written permission; 5. You have filed a dispute against a transaction; or 6. According to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf;

**19. Error Resolution Notice:** In case of errors or questions about your electronic transfers, contact the Credit Union at the number or mail us as provided on the back of this booklet or visit any Credit Union branch, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error 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 it is an error or why you need more information and (3) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so

that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**a. Special Rules for Provisional Credit for Visa® Debit Card Transactions.** If you believe a Visa® Debit Card Transaction was unauthorized, we will re-credit your account within five business days for the amount you think is in error. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

i. For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction: We will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

**20. VISA Account Updater (VAU):** VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call us at the phone number listed at the end of this booklet.

#### FUNDS AVAILABILITY POLICY - Important Information Regarding Your Ability to Withdraw Funds

This Policy applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction account. Feel free to ask us whether any of your accounts are covered by these rules. Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Please remember that even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

Our policy is to make funds from your cash and check deposits to your checking account available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and state and federal holidays. If you make a deposit on a business day that we are open, before the cut-off time (as posted at each branch location), we will consider that day to be the day of your deposit. However, if you make a deposit after the cut-off time (as posted at each branch location) or make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**1. Reservation of Right to Hold:** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the next business day. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**2. Holds on Other Funds:** If we cash a check for you that is drawn on another financial institution, 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. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.



Federal Credit Union

**3. Longer Delays May Apply:** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposited will not be paid;
- You deposit checks totaling more than \$5,000 on any one day;
- You re-deposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six (6) months; or
- There is an emergency, such as failure of communications or computer 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.

**4. Deposits at Automated Teller Machines:** Funds from any deposits, whether cash or checks, made at automated teller machines (ATMs) will be available on the next business day following the day of the deposit.

**5. Deposits through Mobile Banking (Remote Deposits):** Funds from any checks deposited through "Atlantic Mobile," the Credit Union's mobile device banking app, will be available on the second business day following the day of the deposit. If we choose to extend this hold, we will notify you in writing.

**6. Special Rules for New Accounts:** If you are a new member, the following special rules will apply during the first 30 days your account is open:

- The first \$5,000.00 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit;
- The excess over \$5,000.00 will be available on the second business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer;
- Funds from deposits of cash and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and 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. The excess over \$5,000.00 will be available on the fifth business day after the day of your deposit;
- If you do not make the deposit in person to a Credit Union employee, the first \$5,000.00 will not be available until the second business day after the day of your deposit;
- Funds from deposits of checks drawn on your Credit Union will be available on the same business day as the day of your deposit; and/or
- Funds from all other check deposits will be available not later than the fifth business day after the day of your deposit.

**7. Foreign Checks:** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

#### CONTACT INFORMATION

Corporate Office  
55 Cushing Street  
Brunswick, ME 04011  
**Toll Free 800-834-0432**

Our website contains links to third party websites: These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party websites. The Credit Union is not responsible for the contents of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

**To Report a Lost or Stolen ATM Card or Debit Card after Hours**  
**Call: 800-472-3272**

**To Report a Lost or Stolen Credit Card after Hours**  
**Call: 800-449-7728**



Federal Credit Union  
**PRIVACY NOTICE**

**FACTS**

Rev. 9/17

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the products or services you have with us. This information can include:

- Social Security number and account balances
- Credit history and credit scores
- Income and transaction or loss history

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Atlantic Regional Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Atlantic County FCU share?	Can you limit this sharing?
<b>For our everyday business purposes</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
<b>For our marketing purposes</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We don't share

**To limit our sharing**

- Call toll-free 800-834-0432 to speak to an Atlantic Contact Center Representative. The Contact Center is open Monday-Friday from 8:00AM to 5:00PM; or
- Visit us online: [www.atlanticfcu.com](http://www.atlanticfcu.com), then click on the **Privacy Opt Out** link on the home page.

**Please note:** If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call toll-free 800-834-0432 or go to [www.atlanticfcu.com](http://www.atlanticfcu.com)

What we do	
<b>How does Atlantic Regional Federal Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Atlantic Regional Federal Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or show your government-issued ID</li> <li>• Apply for financing or provide account information</li> <li>• Make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness.</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul>
<b>What happens when I limit sharing for any account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with a CUSO Home Lending, Atlantic Federal Credit Union Insurance Services, LLC., and Atlantic Financial Services, LLC. name.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Atlantic Regional Federal Credit Union does not share with our non-affiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include insurance companies.</i></li> </ul>