

# Consumer 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. Be sure to read paragraphs 38-40 and related provisions to ensure you understand the pledge of shares to the Credit Union. All owners of joint accounts pledge 100% of all shares to secure both individual and joint debts or obligations. Also, carefully review paragraph 32 which addresses when services may be suspended or terminated.

**Special Notices:** 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.

**Cellular Phone Contact Policy:** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

**Active Military Members and Dependents:** Any terms or conditions herein contrary to the Military Lending Act ("MLA") are void for the period(s) during which you are entitled to the protections of the MLA.

**Please also note that the terms of this Agreement and the Rate and Fee Schedules may change from time to time as provided for in this Agreement and applicable laws.**

### INTRODUCTION

Atlantic Federal Credit Union, located at 55 Cushing Street, Brunswick, ME 04011, telephone number 207-725-8728 or toll free 800-834-0432, is unique in the financial world. It is a co-op, owned by you and your fellow members and operated in your common interest. Your Credit Union is not-for-profit and exists only to serve you. As a Credit Union member, you own, operate, and control your Credit Union through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors, which is composed of your fellow members and manages the Credit Union based on the needs and wishes of the members. The Board of Directors sets dividend rates, loan interest rates, and fees, among other things, and also determines Credit Union policy such as that set forth in this Agreement. In addition, your Credit Union works cooperatively with Maine's other Credit Unions and the Maine Credit Union League, pooling resources for research and development of cost effective services which benefit not only you and your fellow members, but all Credit Union members in Maine.

This Booklet and the Rate and Fee Schedules explain the rules which govern your account, and account services with us. Please read this Booklet and the Schedules carefully and keep them in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here.

The purpose of this Booklet is to:

- Summarize the rules applicable to common Transactions.
- Establish rules to govern Transactions not regulated by state or federal law.
- Establish variations that will apply to certain rules, events or Transactions as permitted by applicable law.
- Provide you with certain disclosures and information regarding our policies as required by law.

**By signing an Account Agreement or Application Card or your use or continued use of any account or account services after receiving this Booklet, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Booklet, and the Rate and Fee Schedules, as amended from time to time.**

**If you have any questions regarding any term or condition in this Booklet, please ask us before signing the Account Agreement or Application Card, any application or using any of our services.**

### MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT - GENERAL TERMS AND CONDITIONS

**1. Terms, Conditions and Limitations of Your Relationship with the Credit Union:** The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth

in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services. Any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: (i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. Personal / Commercial: You agree that all accounts and services will be for personal, family and household purposes. If we, in our discretion, ascertain other use such as commercial we may require the account(s)/services(s) be closed or converted to business. Disabilities: We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

**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. 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 write 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).

**4. 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.

**5. 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" and "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. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**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.

**6. Taxpayer Identification Numbers (TIN) and Certification and Identification:** Pursuant to the Account Agreement or Application Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is 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.

**7. 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.

**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. Privacy and Confidentiality:** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under paragraph 32 of this Agreement.

**a. Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation.** It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can ham anyone. To help combat suspected fraud and financial exploitation, it is agreed that the Credit Union may report such suspicions

to persons (including but not limited to family members) who we, in good faith, believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.

**10. Deposits to Your Account(s) and Instruments Paid/Cashed:** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, by direct deposit or other electronic funds transfer allowed by us. Should we accept a deposit from you by any electronically created item (example includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not.

**a. Endorsements.** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

**b. Substitute Checks.** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

**c. E-Checks.** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsement(s) or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

**d. Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Account Agreement or Application Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items ("NSFs") that you are responsible for if we incur any loss in seeking to collect such items for you.

**e. Direct Deposits.** You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums. Direct Deposit or Transfer Authorization/Bankruptcy. If your file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

**f. Deposit at ATM and Night Drop Facilities.** All deposits and payments made at an ATM that we own, or at one of our night drop facilities are subject to the provisions and check collection procedures as disclosed to you in our Funds Availability Policy. Deposit transactions of cash and other items to your account(s) can only be accepted at specifically designated ATMs. If you make a deposit at an ATM, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that the Credit Union finds in the envelope used to make the transaction. You further agree that the credit to account(s) for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, the amount will be deducted from your account.

**g. Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges set forth in

the Fee Schedule without notice. WE HAVE NO OBLIGATION TO PROVIDE ANY SEPARATE NOTICE UNDER THIS PROVISION; AND YOU AGREE THAT OUR INDICATION OF ANY CREDITS OR DEBITS HEREUNDER REFLECTED ON YOUR PERIODIC STATEMENTS SHALL BE DEEMED SUFFICIENT NOTICE.

**h. Checks from Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink.** The Credit Union approves Harland Clarke for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also, 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). 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.

**11. 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).

**12. Transactions from Your Account(s):** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Policy in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

**a. Payment Order of Your Transactions.** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid in the order they are presented; ACH items in each presentment file post credits first, then debits, and generally we will receive up to four ACH presentment files per day; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed. Why this is Important to You: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), 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 funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere in this Agreement. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees. Third Parties: You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these 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 protection or courtesy pay services 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.

**b. Restrictions on Withdrawals from All Accounts / Transaction.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account other than demand deposit or share certificate account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. For all accounts, 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 any transaction, and will advise when required by applicable law; for example: (1) there is a dispute between account owners; (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. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested persons, or a legal document, which meets our requirements or when the account is returned to good standing. 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.

**c. Transaction Limitations for All Savings and Money Market 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.

**d. Term Share Certificates.** Any term share certificate offered by the Credit Union is subject to the terms of this Agreement, the Rate Schedule, and any account receipt or certificate, which are incorporated herein by reference.

**e. Checking Accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

**13. Closing Accounts:** When either you or the Credit Union close any accounts certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10-days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.

**14. Check 21:** Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("Substitute Checks And Your Rights"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available. Substitute Checks and Your Rights: What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions. What are my rights regarding substitute checks? In certain cases, federal law

provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account.

If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at the Phone Number or write to us at the Address set forth at the end of this booklet. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

**15. Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your Account Agreement or Application Card with us and will be mailed to the address of record. The issuance of checks are subject to the Credit Union's discretion.

**16. Temporary Holds and Authorizations for Amounts In Excess of Transactions:** To facilitate certain transactions you make we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an "authorized amount" by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit/check card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).

**17. 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.

**18. 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.

**19. Copies of Documents:** We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the section titled "Check 21" above. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS herein or in your Mobile or Remote Deposit Capture Agreements.) You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Fee Schedule may also apply.

**20. Collection Items:** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentation of a collection item we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid. Actual credit for deposits of or payable in foreign currency will be at the exchange rate in effect on final collection in U.S. dollars.

**21. Account Rates and Fees:** Fees applicable to all accounts and account services are set forth in the Fee Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Fee Schedule. You agree that we may change the Fee Schedule at any time upon proper notice as required by law.

**22. Authorized Signature:** We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, you agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric; we shall not be liable for honoring any transaction or instrument that appears to bear your stamp/facsimile or electronic signature, even if made by an unauthorized person. You are solely responsible to ensure that you maintain the security and possession of any stamp or other facsimile signature.

### 23. Account Access:

**a. Authorized User(s).** All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.

**b. Access to Account Information.** You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.

**c. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancing, sales, trades, transfers, exchange or Transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments.

**d. Access to Third Parties.** When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.

**e. Third Parties.** To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

**24. 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. 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. We within our discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s). 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.

**25. 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, Overdraft Protection or Card Overdraft, 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.

**26. 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 identified 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 Services at any time without notice. The Credit Union's forbearance from, 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, Overdraft Protection or Card Overdraft, 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 (or ATM and non-recurring Debit Card transactions if you opt out of Card Overdraft).

**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 \$800.00 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. Overdraft Protection can also be used to cover your ATM and non-recurring Debit Card transactions if you opt into Card Overdraft (to obtain Card Overdraft, you must complete our Card Overdraft Protection [Reg-E] Opt-In Consent Form). Eligibility for Overdraft Protection is in 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.

**d. Card Overdraft.** This optional additional protection authorizes us to pay ATM and non-recurring Debit Card transactions up to, but not exceeding, your Overdraft Protection limit. Card Overdraft may be added to your checking account at any time. To obtain this service, you must complete our Card Overdraft Protection (Reg-E) Opt-In Consent Form. Without this consent, we will decline to pay these transactions. Card Overdraft may be withdrawn or withheld by us at any time without prior notice or reason or cause. Use or allowance of Card Overdraft 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.

**27. Personal 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.

**28. Postdated and Stale Dated Drafts:** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.

**29. 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. 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 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.

**30. Legal Process and Other Adverse Claims:** Should we receive any legal process, or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source of the Process; and/or comply with any specifically applicable laws in addressing the Process. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Fee Schedule.

**31. 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 forged, 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.

**32. 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.

**33. 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.

**34. 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; (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 requirements; or (22) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program.

**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.

**35. Joint Accounts or Services:** If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

**36. Residence Outside the U.S., Its Possessions or Territories:** 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.

**37. Duty to Cooperate:** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

**38. Death of Account Owner:** We may continue to honor all Transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all Transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds in an account shall be paid according to the express instructions in the Account Agreement or Application Card (i.e., Payable on Death Beneficiary). If no express beneficiary(s) is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds in the account will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to it to be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made.

**39. Payable on Death Designations:** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Agreement or Application Card and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we may in our discretion pay said amounts to any one parent or legal guardian of such beneficiaries or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of Section 43 below. If all

named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

**40. Statutory and Consensual Liens on Shares:** By signing an Account Card or other agreement conveying a pledge or security interest in deposit accounts, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds in all joint and individual deposit accounts, together with all dividends, regardless of the source of the accounts or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts.

**41. Right of Set Off:** You agree that the Credit Union at all times retains the common law equitable right of set off against all deposit accounts with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

**42. Status Quo – Collateral Preservation:** You specifically agree that all deposits constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

**43. Telephone Requests; Recording Communications and Consent to Communications from the Credit Union:** You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications with us or our affiliates may be monitored and recorded. When you access any services we offer/provide including online and mobile banking to conduct transactions, the information you enter may also be recorded. By using any services you consent to such recording. You consent that any phone call with us may be monitored or recorded by us or our affiliates. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending pre-recorded messages or text messages, even if charges may be incurred for the calls or text messages.

**44. Information About Your Accounts and About You:** We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us.

**45. Right to Refuse Instructions/Orders:** 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. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not in the best interest of the Credit Union.

**46. Amendments and Changes:** Changes to any account or account service requested by any member or owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient.

**47. Multiple Party Accounts:** Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept

orders, instructions, and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of Items/Transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said Transaction(s). Rights of Survivorship: Unless your Account Agreement or Application Card specifically indicates otherwise, you agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

**48. Uniform Gifts to Minors Act and/or Uniform Transfer to Minor Act ("UGMA/UTMA") Accounts:** All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. However, since the 50-states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.

**49. Minor Accounts:** As a joint owner, we may make payments of funds directly to the minor without regard to their minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. We will not change the account status when the minor reaches the age of majority, unless a change is authorized in writing by all account owners. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility.

**50. Representative Payee Accounts:** The representative payee agrees to be bound by the terms of the Account Agreement or Application Card and to furnish us, upon request, a copy of the written SSA authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate. In opening a representative payee account, the Credit Union acts only as a depository for the Beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee. The representative payee agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union 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 or related to any action or claim by any party with respect to the authority or actions taken by the representative payee.

**51. Custodial and Other Fiduciary Accounts:** The Credit Union may open other accounts pursuant to a court order or other fiduciary appointment to facilitate your request for a special purpose account. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability. Any individual acting as an agent, guardian, personal representative, custodian or anyone in some other fiduciary capacity must be designated to us as such on the Account Agreement or Application Card as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

**52. Trust Accounts:** The Credit Union will establish Trust accounts only after any required documentation has been completed by the party (ies) described as Trustee. The Credit Union will not accept, review or make recommendations based on Trust Agreements or Affidavits of Trust. Any party(ies) designated as Trustee on the required documentation agrees to be bound by the terms of the Trust Account Agreement or Trust Membership and Account Application Card and to furnish us, upon request, any documents we may deem necessary or appropriate. In opening a Trust account, the Credit Union acts only as a depository for the Trust's funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the Trustee(s).

**53. Club Accounts:** The Credit Union offers club account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds

during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period.

**54. Liability, Disputes and Costs and/or Fees – General Limitations on Credit Union Liability:** We are not liable to you for any Loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations with regard to any transaction, including acting on a payment order, crediting any funds transfer to your Account(s), processing an Item or crediting your Account(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions including any risk of loss to the Credit Union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another party; or any matter resulting in whole or part from your act, omission, negligence or fault.

If your account is subject any legal or governmental action ("action") we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized.

If you or any representative or purported representative submits to us any instructions or requests ("instruction") based on a legal document including but not limited to a Power of Attorney, Court Order or Appointment you agree we may not honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction.

You agree that you are responsible for the actions and/or transaction activity of any third persons you appoint or authorize including but not limited to attorneys in fact; representative payees; and custodians for any and all obligations relating or arising from activity on your accounts; and you agree to indemnify and hold the Credit Union 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 or related to any action or claim by any party with respect to the authority or actions taken by persons you appoint or authorize to transact business on your behalf.

If there is a dispute between any person(s) and/or private or government organization over an account(s), or we are uncertain who is entitled to access an account(s) or the funds in an account ("disputes"), you agree that we may hold the funds in the account(s) and may not release the funds until all persons or organizations that may claim an interest in the accounts/funds agree in writing that meets our requirements addressing what should be done with the accounts and/or the funds; or until we receive a court order instructing us what to do.

**YOU UNDERSTAND AND AGREE THAT SUCH A HOLD IS BENEFICIAL TO BOTH YOU AND US TO ENSURE THAT ONLY PERSONS WHO OR ORGANIZATIONS THAT ARE ENTITLED TO ACCESS THE ACCOUNT AND/OR THE FUNDS IN THE ACCOUNT OBTAINS ACCESS THERETO.** Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

**55. 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.

**56. "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 to be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications.

**57. Third Party Documents:** From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

**58. Costs, Expenses and Attorneys' Fees All Accounts/Services:** 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 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, inspections, 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.

**59. Miscellaneous:** Further, pursuant to this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Maine which together with specifically applicable federal laws, govern this Agreement. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted at the end of this booklet. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

#### 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 Debit Card will be completed only if sufficient funds are available in the applicable account balance, Overdraft Service 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 rates 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 consumer account is limited to 60 days from the Settlement Date to return an unauthorized ACH Entry. 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 60 days 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 us 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 within 60 days 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 within 60 days 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 60 business days 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 TellerPhone 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.

**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.



Federal Credit Union

#### **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 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>