

Membership Account Agreement and Disclosures

Atlantic Federal Credit Union - Effective February 3, 2023

This Agreement is subject to Arbitration under the state laws as stated in the section, herein, titled "Resolving Claims" and The Federal Arbitration Act §9 USC 1 ET SEQ. in the section titled "Resolving Disputes through Binding Arbitration; Jury Waiver; Class Action Waiver". This Section explains any opt-out rights you may have and steps to exercise such rights.

Atlantic Federal Credit Union 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 determines Credit Union policy such as that set forth in this Agreement.

Notice to Members: ALL PROVISIONS described in this Agreement apply to all account types unless otherwise specifically noted. 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. To ensure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing an Account Agreement/Signature Card or your use or continued use of any account or account services after receiving this Agreement, 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 Agreement, and the Schedules, as amended from time to time. This Agreement governs all services whether opened now or in the future and we may modify, change, or amend the terms of this Agreement, the Rate and Fee Schedules and Privacy Notice at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.

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.

This Deposit Account Agreement applies to new and existing Consumer and Non-consumer (such as business) accounts and, together with the following documents, is your contract with Atlantic Federal Credit Union (herein "Credit Union") and constitutes the "Agreement" that governs your account with Credit Union:

- The Consumer Account Fee Schedule ("Consumer Schedule") or the Non-Consumer Account Fee Schedule ("Non-Consumer Schedule"),
- Our Truth in Savings Disclosure for interest-bearing accounts,
- Our Privacy Notice, and
- Any additional disclosures, amendments, or addenda we provide to you.

In this Agreement, when we say "**Credit Union**," "**we**," "**us**," and "**our**," we are talking about the Credit Union. "**You**" and "**your**" means each account owner, Authorized Signer, and any other person authorized to operate your account. When we say "**We may**" or "**Credit Union may**" do something, that means you authorize us and agree to such action.

This Agreement is applicable to new and existing accounts and replaces all prior agreements regarding your account, including any verbal or written statements or representations. When you sign an Account Agreement/Signature Card or use your account, including any account service, you, and anyone else identified as an owner or Authorized Signer on your account consent to the terms of this Agreement. We regularly update this Agreement. You are responsible for ensuring that any Authorized Signer is familiar with this Agreement. If you keep your account open after we change this Agreement or end a fee waiver, you agree to the changes. We recommend you keep a copy of this Agreement — and any changes we provide to this Agreement — for as long as your Credit Union accounts are open. You can get a copy of the current Agreement by visiting your local branch, or by phone at the number listed below.

This Agreement contains various defined terms with specific meanings. Some defined terms are defined within the section in which they are used. More frequently used defined terms are defined in the Glossary at the end of the document. As you review this Agreement, be sure to check the Glossary for those definitions.

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.

Questions? We're here for you!

www.AtlanticFCU.com

(800) 834-0432

600 Sable Oaks Drive, Suite 100, South Portland, ME 04106

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

General Terms

This Agreement and the Truth in Savings Disclosure and Fee Schedule (Consumer or Non-consumer, as applicable), ("Schedule") explain the rules which govern your account(s) and account services with us. Please read this Agreement and the Schedules carefully and keep them in a safe and convenient place. The Credit Union reserves the right to change any and all terms and conditions of any of this Agreement.

- 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". The Credit Union's Member Conduct, Behavior and Loss Policies are provided herein; and you agree to abide by these terms at all times. To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern unless the other documents expressly provide otherwise. This Agreement governs all services whether opened now or in the future. 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. 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. 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, 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.
- 2. Consumer vs. Non-consumer:** Unless an account is expressly opened for a Non-consumer, you agree that all accounts and services will be for personal, family, and household purposes. If we in our discretion ascertain that you are not complying with this obligation, we may require the account(s)/services(s) be closed or converted to an appropriate account type. A Consumer account is one established for personal, family, and household purposes; a Non-consumer account is one that serves a legal, formal, or informal, non-person entity such as a business, association or organization.
- 3. 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.
- 4. Rate and Fee Schedules:** All Account rates, fees we may charge, limitations, and other important features of your accounts and services with us are addressed in the Truth in Savings Disclosure and Fee Schedules, which are incorporated herein, less any prevailing rates, by reference as an important part of this Agreement. You agree that we may change the terms of the Truth in Savings Disclosure or Fee Schedules at any time, upon proper notice as required by law.
- 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. 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. 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.
- 6. Monitoring:** We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account as described herein.
- 7. Our 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), methods or means of making transactions, 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 users 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. 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).

- 9. Lien and Collateral Rights of the Credit Union:** As a member owned cooperative, we have the following Lien Rights as a matter of law and/or by agreement.
- 10. Statutory and Consensual Liens on Shares:** By signing an Account Agreement/Signature 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 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.
- 11. 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.
- 12. 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.
- 13. Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social-Media:** To open, maintain, or 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 including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) 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 from time to time, 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.
- 14. Privacy in Addition to the Credit Union's General Privacy Policy:** The Credit Union's general privacy policy is provided at the end of this Agreement. 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 relating to account restriction or termination, found later in this Agreement.
- a. 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; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (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) in according to our Privacy Notice, which generally permits us to share information with companies that perform marketing or other services on our behalf.
- b. 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 harm 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.
- c. Sharing Information with other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others.** Generally, if we don't have your consent, we won't share information about your account. However, we may share information about your account in accordance with our separately provided Privacy Notice. 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, refinancings, 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. **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. 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.
15. **Account Access:** 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 and all other accounts having the same account prefix (i.e., account number and all suffixes associated with said account number). 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 your access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential 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. Any owner or Authorized Signer may stop payment on an item.
- a. **Authorized User.** 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. **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.
- c. **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.
16. **Communications about your Account:** You will provide us accurate and current contact information. When you give us a phone number, you expressly consent that we (and any party acting on our behalf) may contact you by phone call or text message at that number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any phone number you give us, even if the receiving number is a mobile phone or other service for which the party called may be charged. 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 fees from your provider.
- a. **Contacting you for Servicing and Collection.** We may contact you by phone, text, email, or mail to service your account or collect amounts you owe us. We can contact you at any address, phone number, or email address you provide.
- b. **Communicating with Authorized Signers.** We may provide you or an Authorized Signer with information about your account. When we receive information from an Authorized Signer, we treat it as a communication from you. You agree to notify us promptly in writing if an Authorized Signer no longer has authority on your account.
- c. **“Email” and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently unsecure. 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 email 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 email or other electronic communication; and may respond to an email at either the address provided with the communication, the email address in your Account Agreement/Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the email address for statements or other information from us at any time. The Credit Union may not immediately receive email communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured email communications.
17. **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.
18. **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 are 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.

- 19. Check Safekeeping and Check Image Service:** We don't return your physical paid checks in your statements. Instead, we make copies of your paid checks available online, by calling us, or at our branches. We'll destroy original checks after a reasonable period of time we determine. If for any reason we can't provide a copy of your check, we won't be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks. In that case, we may provide a copy of the image, but not the original check.
- 20. 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" or "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.
- 21. Termination or Restriction of Account(s) and Service(s) and Policy on Member/User/Visitor 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 "improper or abusive conduct," and also address other circumstances where membership and/or 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 also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members. This section applies to all members, users, persons who have interactions with us and visitors. 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 your membership by giving us notice and complying with the policies and procedures of the Credit Union. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service including any rewards program for cause including, but not limited to, 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 without notice 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 including but not limited to the Credit Union's Member conduct policy, any 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; (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; (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; or (23) We reserve the right to determine if any account, loan or service is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making transactions in a manner that we in our sole discretion determine to be a calculated solely in order to meet monthly qualifications for rewards or any incentives that we may offer, may have their accounts converted to a different account or closed altogether. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive Statement Cycles, which period we shall determine from time to time. The foregoing is not an exhaustive list.

Improper or Abusive Conduct:

- Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
- Any form of action that may constitute harassment. For example:
 - Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
 - Inappropriate touching.

- Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
- Displaying sexually suggestive objects or pictures.
- Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
 - Engaging in offensive or abusive physical contact.
- Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management.
- Cursing or other abusive or vulgar language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example: Using profane, abusive, inappropriate, intimidating, or threatening language.
- Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function.
- Possession, sale, use or the appearance of being under the influence of an unlawful or alcoholic substance on Credit Union premises or at a Credit Union function.
- Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
- Uncivil conduct or failure to maintain satisfactory working relationships with other members, employees and volunteers at the Credit Union.
- Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
- Any posting, defacing, or removing notices or signs on Credit Union premises; writing on Credit Union bulletin boards without management authorization.
- Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union; immoral conduct or indecency or Credit Union premises.
- Deliberate or repeated violations of security procedures or safety rules.
- Any act which endangers or has the potential to endanger the safety, health or well-being of another person or which is of sufficient magnitude to cause (or may cause) disruption of business at the Credit Union.
- Any act or actions disruptive to Credit Union operations or members/employees' sense of security.
- Prolonged presence upon Credit Union premises without any legitimate reason for such presence.

This list is not comprehensive and is used only as an illustration of types of behavior that may be viewed as "abusive and/or disruptive" by the Credit Union. Any other conduct which warrants termination or limitation of services in accordance with this Agreement and disclosures governing any account or services may result in application of this provision.

- a. **Termination/Restriction and Digital Banking.** All Digital Banking privileges will be terminated if your account is closed, terminated, or restricted. If you're enrolled in Digital Banking, refer to the Digital Banking Agreement and Disclosures for additional terms governing online access.
- b. **Joint Accounts or Services.** If the application of our policies or the above remedies affect 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 our actions under this section to any parties.
- c. **Additional Considerations for Actions we may Take.** Club accounts may be terminated if deposits are not made within certain time periods in successive periods. 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. We are not responsible for any check, withdrawal, item, or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

22. 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.

- a. **Closing your Account if the Balance is Zero or Negative.** Accounts with a zero or negative balance will continue to be charged applicable fees (like the monthly service fee) until we close, or you request to close your account. We may close an account with a zero or negative balance on the fee period ending date or at month end without prior notification to you. Once an account is closed (either by you or us), no fees will be assessed on the account. To prevent closure by us, an account with a zero or negative balance must have a qualifying transaction posted within the last two months of the most recent fee period ending date. Examples of qualifying transactions are deposits and withdrawals made at a branch, ATM, online, mobile, or via telephone; one-time and recurring transfers made at a branch, ATM, online, mobile, or via telephone; automatic or electronic deposits, such as from payroll or government benefits; automatic or electronic payments, including Bill Pay; one time and recurring purchases or payments made using a card or mobile device; and checks paid from the account. IOLTA and RETA accounts are not eligible for cards. Bank-originated transactions, like monthly service or other fees, are not considered qualifying transactions that will prevent closure of an account with a zero or negative balance.

Even in the presence of a qualifying transaction, that does not constitute a promise that we will not close your accounts, nor does not limit or impair our ability to close, restrict or terminate service for any reason as described in this Agreement.

- 23. 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.
- a. Limitations on Account and Services for Members who Reside in Non-US Countries or Territories or Other US States outside of our Field of Membership.** 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. For Certain States (as determined by the Credit Union from time to time), the Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; 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 arising or related to the laws of a state where we do not maintain a physical presence.
- 24. Virtual Currency:** Virtual currency (such as Bitcoin, Ethereum, Ripple, etc.) is a type of unregulated digital currency. Unlike "ordinary" currencies, virtual currencies are not legal tender and Atlantic cannot accept them for payment into share or loan accounts or for payment of any other obligations to the Credit Union. Prohibited transactions include but are not limited to: (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ATMs dealing specifically with crypto-currency (iv) credit or debit card transactions. We may not be able to monitor or limit such transactions and you agree we have no responsibility to detect, block, or limit your transactions in virtual currencies should you choose to engage in such activity despite these prohibitions. Furthermore, because of the lack of regulation associated with virtual currency along with the elevated concerns of money laundering activities, Atlantic reserves the right to close any account that it suspects is participating in any illegal or illicit activity transacted using virtual currency.
- 25. 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.

Account Use and Ownership

1. **Forms of Account Ownership:** This provision applies only to Consumer accounts. You can open an account that you own alone, or with more than one person. If the account is owned with more than one person, it is considered a joint account.
 - a. **Joint Account Ownership.** we treat all owners, who are referred to in this Agreement as "co-owners," as joint tenants with right of survivorship. 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).
 - b. **Joint Owners and Responsibility for Liability on your Account.** Again, each joint owner is individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our lien or security interests in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we may treat all funds in the account as belonging to the owner against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.
 - c. **Rights of Survivorship.** 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.
2. **Payable on Death Designations:** This provision applies only to Consumer accounts. 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/Signature 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.
3. **Accounts Established For Minors:** This provision applies only to Consumer accounts.
 - a. **Minor Accounts.** We may permit minors to open certain accounts. We will generally require a parent, guardian, or other adult joint owner. 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.
 - b. **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.
4. **Representative Payee, Department of Veterans' Affairs (VA) Fiduciary and Other Governmental Fiduciary Accounts:** This provision applies only to Consumer accounts. The representative payee agrees to be bound by the terms of the Account Agreement/Signature Card and to furnish us, upon request, a copy of the written SSA, VA or other 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. In opening a VA or other governmental fiduciary account, the Credit Union acts only as a depository for the Beneficiary's VA or other federal-benefit funds and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the federal fiduciary. The federal fiduciary 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 them.

- 5. Custodial and Other Non-Governmental Fiduciary Accounts:** This provision applies only to Consumer 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/Signature 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.
- 6. Trust Accounts:** This provision applies only to Consumer 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/Signature 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).
- 7. Club Accounts:** The Credit Union offers club account(s) to help you save for holiday spending, vacation spending, 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. Club accounts may be terminated if deposits are not made within certain time periods in successive periods.
- 8. Share Certificates:** Any share certificate offered by the Credit Union is subject to the terms of this Agreement, the Rate Schedule, and any account receipt or certificate incorporated therein.
- 9. 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.
- 10. When Account Documentation is Unsigned:** In our sole discretion, if a person or entity identified in our records as an owner, co-owner or Authorized Signer of an account does not sign any account-related documentation (including but not limited to the Account Agreement/Signature Card), we may not treat them as a party to that account unless or until they do sign. Also, we may terminate, limit or restrict a party's access to accounts or services to the extent allowed by this Agreement or law, and we are not liable to anyone as a result.
- 11. Account Amendments and Changes:** Changes to any account or account service requested by any member or account 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.

 - a. Non-consumer Account Changes.** Non-consumer accounts, such as those for businesses, must provide us documentation of any change in ownership or control of a business upon the death or legal incompetence of a business owner, they must also provide us any documentation we require to document a change in authorized users before we are obligated to recognize any such changes.
- 12. Converting Accounts:** We can convert your account to another type of deposit account (by giving you any required notice) if:

 - You use it inappropriately or fail to meet or maintain the account's requirements, including minimum balance requirements,
 - We determine an account is inappropriate for you based on your use,
 - We stop offering the type of account you have, or
 - You use a personal account for business activities.
- 13. Change of Name, Phone Number or Address:** You will promptly notify us of any change of name, phone number or address, including your email or other electronic address by: (1) writing us at the address set forth at the end of this booklet, (2) via email using the Credit Union's Digital 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 email 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.

We may update your address in our records without a request from you if (1) we identify a need to rely on another address you have provided us; or (2) we receive an address change notice from the U.S. Postal Service or information from another party in the business of providing correct address details that does not match the address in our records for your account or card.

14. Death or Legal Incompetence of an Account Owner or Authorized Signer: Please notify us promptly if you learn or suspect an account owner or signer has died or has been declared incompetent by a court or other legal authority. When we receive proper notice of the death of an individual account holder, all funds in an account shall be paid according to the express instructions in the Account Agreement/Signature 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. We may continue to honor all transactions on your account(s) until we receive actual notice of your death or incapacity. After receiving actual notice, we may:

- Return or reverse deposits,
- Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared legally incompetent or deceased,
- 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), and/or
- Apply funds in the account to any debt the account owner owes us before recognizing the rights of a surviving joint owner or other person to any remaining funds.

If we release funds after the account owner's death and must pay tax or reclamation claims to a government agency as a result, the account owner's estate is responsible for reimbursing us.

a. Consumers and Sole Proprietors or Single Owner LLCs with same TIN. If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for members residing outside of the U.S. at the time of incompetence or death. Following the death of a sole proprietor of an unincorporated business or and LLC with a single owner using that owner's personal TIN, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

15. Right to Refuse Instructions or 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.

16. Our Right to Decline Deposits – We may Decline all or Part of a Deposit, Including Cash: This could happen if a payee isn't a co-owner, Authorized Signer, or authorized representative on your account, we can't verify an endorsement, the check was issued from a credit account, the check looks suspicious, or it's a non-U.S. item. If we decline a deposit that you mailed to us, we may return it to you at your cost, or retain any invalid checks or other documents included in the deposit without crediting your account, at our discretion. If we cannot verify an endorsement, we can also decline to pay or cash the item. We can require that all endorers be present and that you deposit the item instead of cashing it.

17. Right to Reject, Delay or Suspend: 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. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. For this reason, we are not able to offer accounts on which two signatures are required.

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.

18. Restrictions on Withdrawals: 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 if; 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.

a. Large Cash Withdrawals. We may place reasonable restrictions on large cash withdrawals. These restrictions may include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We don't have any obligation to provide security if you make a large cash withdrawal. If you want to deposit a large amount of cash, we may require you to provide adequate security or exercise other options to mitigate possible risks. In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal and we, in our sole discretion decide to accommodate such request, in lieu of other methods of transferring funds offered by the Credit Union, you will execute and deliver any releases and/or indemnities that the Credit Union may require in connection with any such withdrawal.

19. Depositing Funds: Funds may be deposited to any account, in any manner that is acceptable to us. There are many ways for you to deposit funds into your account: at branches, ATMs, via Mail, and through the Credit Union Mobile app. You should be aware of your responsibilities when you make deposits. We exercise ordinary care when collecting a deposited item but are not responsible for any other financial institution's treatment or loss of the item. If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

a. Deposit Accuracy. It is your responsibility, not ours, to confirm the accuracy of the amount you deposit. If we determine a discrepancy exists between the declared and the actual amount, we may debit or credit your account and we may notify you if any adjustments are made. We can also use the declared amount as the correct amount to be deposited and not adjust a discrepancy if it is less than our standard adjustment amount. We may vary our standard adjustment amount from time to time without notice and use different amounts depending on account type. In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. **Notify us of a discrepancy.** You must notify us within the applicable timeframe below or we may consider the deposit correct.

- **Consumer Accounts:** within 1 year after we have made your account statement available to you.
- **Non-consumer Accounts:** within 30 days after we have made your account statement available to you.

b. If you Fail to Notify us in a Timely Manner. If the actual deposit is less than the amount on the statement, the difference is your property; if the actual deposit is more, the difference is the Credit Union's property.

c. Verifying Transactions. We don't verify all transactions but have the right to verify any, including those for which we have provided a receipt. We may reverse or adjust, at any time without prior notice to you, any debit or credit we believe we have made to your account by mistake.

20. Requirements for Correct Endorsement: An endorsement is a signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Any endorsement must be in the 1-1/2-inch area that starts on the top of the back of the check. Do not sign or write anywhere else on the back of the check. If an item is submitted via Remote Deposit Capture or Mobile Deposit Capture, you agree that you will use the Mobile Deposit service to scan only original checks payable to and properly endorsed by you by signing your name(s) and writing "FOR MOBILE DEPOSIT TO AFCU".

21. Our Handling of Non-U.S. Items: A non-U.S. item is an item payable in a currency other than U.S. dollars, drawn on a financial institution that isn't organized under U.S. law, or that is an incoming funds transfer remitted in a currency other than U.S. dollars. We're not required to accept a non-U.S. item for deposit or collection, but we may accept it on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the non-U.S. item on a collection basis even if we have taken physical possession of the item. 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. If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by the applicable exchange rate that is in effect at the time of deposit or

our receipt of final payment (less any associated fees) of the non-U.S. item. If the deposited non-U.S. item is returned for any reason, we'll charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate.

- a. **Applicable Exchange Rate.** In addition to any applicable fees, we may make money when we convert one currency to another currency for you. The exchange rate used when we convert one currency to another is set at our sole discretion, and it includes a markup. The markup is designed to compensate us for several considerations including, without limitation, costs incurred, market risks, and our desired return. The applicable exchange rate does not include, and is separate from, any applicable fees. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Different members may receive different rates for transactions that are the same or similar, and the applicable exchange rate may be different for foreign currency cash, drafts, checks, or wire transfers. Foreign exchange markets are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks. We're your arms-length counterparty on foreign exchange transactions. We may refuse to process any request for a foreign exchange transaction.
22. **Items Returned Unpaid:** If an item you deposited or cashed is returned to us unpaid, **we can deduct the amount from any account you have with us.** We can do this when we're notified that the item will be returned and don't need to receive the actual item. We can do this even if the balance in your account isn't sufficient to cover the amount we hold or deduct, causing an overdraft. In addition, we'll charge you all applicable fees and reverse all interest accrued on the item. **We may place a hold on or charge your account for a deposit if a claim is made or we otherwise have reason to believe the deposited item was altered, forged, unauthorized, missing a signature or has a forged endorsement, or should not have been paid for any other reason.** When the claim is finally resolved, we'll either release the hold or deduct the amount of the item from your account. We're not responsible if we take, or fail to take, any action to recover payment of a returned deposited item.
23. **Breach of a Warranty Associated with an Item:** If you breach any warranty you make to us under the laws governing your account with respect to any item, you won't be released or discharged from any liability for the breach so long as we notify you of the breach within 120-days after we learn of the breach. If we fail to notify you within this 120-day period, you'll be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.
24. **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. If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree to indemnify and hold the Credit Union harmless for losses resulting from our honoring or dishonoring any such debit.

- a. **Deposits by Mail.** You can make deposits to your account(s) by mail, although we cannot accept cash or foreign checks.
- b. **Checks with Multiple Signatures.** We may act on the instructions of any one Authorized Signer on your account and not require multiple signatures. If you have indicated that more than one signature is required to transact on your account, you acknowledge and agree that such requirements are for your own control purposes only, and we won't be liable if a check or other transaction is processed without multiple signatures. We're not responsible for reviewing your checks or other transactions for multiple signatures.
- c. **Checks with Multiple Payees.** Unless any check 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).
- d. **Checks with No Date or Special Instructions.** We may, without inquiry or liability, pay a check even if it has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over \$100.00") or it isn't dated. We are not obligated to follow restrictions or notations written on a check such as, "void after six months," "void over \$50.00," or "payment in full." These restrictions are not binding. 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. You're responsible for any resulting loss or expense we incur.

- e. Post and Stale Dated Checks.** 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.
- f. 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.
- g. 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.
- h. 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 an Account Agreement/Signature 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.
- i. 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 you 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.
- j. 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.
- k. 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. If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance in other accounts for which you are an owner. 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.
- l. 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 are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer. We're not responsible for losses that result from your failure to follow our check standards.

- 25. 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 card with us and will be mailed to the address of record. The issuance of checks is solely subject to the Credit Union's discretion. 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 UCC and will not replace the instrument until 91 days after the issue date.
- 26. Checks Presented by a Non-customer/Non-member of the Credit Union:** For these transactions, we require acceptable identification, which may include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification. We may charge a fee for a non-customer/non-member to cash a check.
- 27. Electronic Check Indemnifications:** An "electronic check" and an "electronic returned check" means an electronic image of a paper check or paper returned check or the electronic information derived from it. If we suffer any losses or liabilities related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:
- **Image Quality Warranty:** We guarantee that the electronic image accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.
 - **No Double Debit Warranty:** We guarantee that the warrantee won't receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to pay a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

- a. **Indemnities Applicable to Electronic Checks and Electronic Returned Checks.** You will indemnify, defend, and hold us harmless from all liabilities, obligations, demands, and costs (including fees of legal counsel and accountants) awarded against or incurred by us (collectively, "losses and liabilities"), related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities related to a breach of the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.
 - b. **Indemnities Applicable to Remote Deposit Capture Services (including Credit Union Mobile Deposit).** If a depository bank accepts the original check from which an electronic check is created and suffers losses due to the check having already been paid, we're required to indemnify and reimburse that bank. If we suffer any losses or liabilities related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.
 - c. **Indemnities Applicable to Electronically Created Items.** If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we're required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:
 - The electronic image or electronic information is not derived from a paper check,
 - The person on whose account the electronically created item is drawn didn't authorize its issuance or the payee on the item, or
 - A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item it has paid.
- 28. Substitute Checks:** A substitute check is created from an original check; under federal law, it's legally equivalent to the original check and can even be used as proof of payment. A substitute check contains an accurate copy of the front and back of the original and bears the legend: "This is a legal copy of your check. You can use it the same way you would use an original check." Any check may be returned to you in the form of a substitute check. You agree that you won't transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it. 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. 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.
- a. **Substitute Checks and your Rights.** 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. 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 the wrong amount from your account or 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/Non-sufficient Funds (NSF) Returned Item 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 contact us using the phone number found at the beginning of this Agreement. 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.

29. 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 presentment 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.

30. 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 other fees set forth on the Fee Schedules. 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.

31. 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.

- a. Direct Deposit or Transfer Authorization/Bankruptcy.** If you 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.

32. Taxpayer Identification Numbers (TIN) and Certification and Identification: Pursuant to the Account Agreement/Signature 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.

U.S. Treasury regulations require us to determine the tax residency of all members and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign members. We use Form W-9 or a substitute equivalent to document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to any income earned.

33. Adverse Claims Against your Account: An adverse claim occurs when:

- Any person or entity makes a claim against your account or funds in your account,
- We believe a conflict exists between or among your account's owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility or liability to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we're satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.

- Close your account and send a check or other item for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court and/or petition the court to resolve the dispute.

We also may charge you and/or any account you keep with us for our fees and expenses in taking these actions (including attorney's fees and expenses, and court costs).

34. Reversal of an Electronic Payment: If an electronic payment credited to your account, such as a direct deposit, is reversed, we can deduct the amount from any account you have with us, at any time, without notifying you. You agree to promptly repay any resulting overdrafts.

35. 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 indefinitely for a personal check or an ACH item.

- 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.
- Checks.** 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. 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 therein.

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) through inadvertence, oversight or accident, we honor any postdated check; (3) if you fail to provide us with complete or accurate information; (4) 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.

- 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.
- Cashier's Checks/Corporate Check.** 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.
- Insufficient Funds and Stop Payments.** 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.
- Liability for Failure to Stop Payment.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages. We cannot stop payment on a purchase transaction unless it is a preauthorized electronic fund transfer.

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.

36. Protecting your Account and your Information: You acknowledge that there's a growing risk of losses resulting from fraud, including unauthorized items. To help prevent fraud on your account, you agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. We recommend you take the following preventive measures (not an exhaustive list):

- Reconcile your account statements when received and promptly notify us of any problem.
- Promptly notify us if you don't receive an expected statement.

- Don't provide your account and routing numbers to unknown persons. Fraudsters may use this information to initiate fraudulent transactions against your account.
- Only write checks to people and businesses whom you know. Fraudsters may try to trick you by pretending to be friends and family, indicating you have won the lottery or sweepstakes, through online dating sites, or impersonating law enforcement.
- Don't deposit checks from people whom you don't know. Fraudsters often request that you deposit a fake check into your account, then request that you return some of the funds. After you return the funds, the check bounces, but you are still responsible to us for the full amount of the check you deposited.
- Write your checks in a manner to prevent others from adding words, numbers or making other changes without your authorization.
- Protect your checks from unauthorized use and theft by securing your supply of checks at all times (for example, never leave checks in an unlocked vehicle, or out in a visible location unattended), using tamper resistant checks, using wash preventive ink, destroying checks you don't intend to use, and not signing blank checks. Check-related fraud is common. If you fail to take any of these preventive measures, we are not responsible for any losses that you may incur.
- Additional protections for business accounts only:
- Additional steps business members should take to help reduce the risk of fraud on their accounts:
- Assign responsibilities for your business account to multiple individuals and periodically reassign duties. Have different people reconcile statements and withdraw funds.
- Watch for checks cashed out of sequence or made out to cash as flags for embezzlement.
- Review activity for unexpected fluctuations such as the percentage of cash deposits to total deposit size. Most businesses will keep a constant average.
- Notify us immediately when an Authorized Signer's authority ends so that their name can be removed from account access.
- Obtain insurance coverage for bank account fraud risks.
- Watch out for imposters impersonating vendors or if an alleged vendor changes their payment instructions.
- Only send trusted employees to deliver checks or make deposits.

Funds Availability Policy

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

The amounts stated below are adjusted pursuant to applicable federal laws every five years. The amounts that can adjust are (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts as addressed below. To determine the actual amount in effect at any specific time, please refer to the Truth in Savings and Fee Schedules. This Disclosure 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 accounts. Feel free to ask us whether any of your accounts are covered by these rules. 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. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

1. Determining the Day your Deposit is Received by the Credit Union: For determining the day your deposit is received by the Credit Union, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 3:00 pm. If you make a deposit at an ATM before 4:00 (local time, at the ATM location) on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM on or after 4:00 (local time) or on a day we are not open, we will consider the deposit to be made on the next business day we are open. Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit. The Credit Union's "Daily Cut-Off Time" for Uniform Commercial Code Funds Transfers. Please contact the Credit Union at the phone number listed above or visit our website at www.AtlanticFCU.com for our daily cut-off time for Uniform Commercial Code Funds Transfers.

2. Immediate Availability for Certain Items: The following types of deposits will usually be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours),
- Electronic direct deposits,
- Wire transfers, and
- The first \$225.00 or such greater amount as required by annual adjustments to Regulation CC from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$225.00 availability is subject to the rule in the section titled **Longer Delays May Apply**.

If you initiate a wire or ACH transfer from your account at another institution to your Credit Union account (called "ACH debit transfers"), the funds transferred in this way to your Credit Union account will be available on the same business day after the day we receive the deposit, at which time you withdraw the funds in cash, and we will use them to pay checks you have written.

3. Immediate Availability for Most Other Items: Our general availability policy for items not listed in the prior section is to make funds available to you immediately. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous provision for the types and amounts of deposits that are available immediately.

- a. Paper Checks – Case-by Case Option.** In some cases involving paper checks, we will not make all of the funds that you deposit available to you as provided above. The first \$225.00 or such greater amount as required by annual adjustments to Regulation CC of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If we are not going to make all the funds from your deposit available on the first business day, we will notify you at the time you make your deposit; or soon after as reasonably practical. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.
- b. Paper Checks – Statutory Holds Option.** In the case of deposits of paper checks, funds from these checks will not be available until after the second business day from the date of deposit. The first \$225.00 of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

4. Deposits at Automated Teller Machines (ATMs):

- a. Our ATM Machines.** If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the first business day after the day of deposit.
- b. Other ATM Machines.** If you make a deposit at an ATM that is not identified as ours with the Credit Union's name, your deposit will not be available until the fifth business day after the day of deposit.

5. Longer Delays May Apply:

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 or such greater amount as allowed by annual adjustments to Regulation CC on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

If we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available—generally no later than the seventh business day after the day of your deposit. If your deposit is not made directly to a Credit Union employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

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

- Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit.
- The first \$5,525.00 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the checks are payable to you.
- The excess over \$5,525.00 will be available on the fifth business day after the day of your deposit.
- If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to nine business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

7. **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 cash would have been available if you had deposited it. If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available until the time periods that are described in this policy.

8. **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 deposit 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. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.

9. **Shared Branching Disclosures:** With respect to items deposited at Shared Branching locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated above with the addition of the following exceptions:

- Your Ability to Withdraw Funds.** Our policy is to delay the availability of funds from non-cash deposits that are accepted at a Shared Branching location. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.
- Foreign Checks.** Any non-U.S. check will not be accepted at a Shared Branching location.
- Shared Branching Transaction Limits.** At the acquiring Credit Union's discretion, cash withdrawals may be limited to \$1,000.00.
- All Transactions with the Credit Union are Subject to our Policies and Procedures.** including security, identification, Bank Secrecy Act, and all other applicable laws, rules and regulations.

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

Available Balance, Posting Transactions and Overdraft

- 1. Available Balance:** Your Available Balance is our most current record of the amount of money in your account available for your use or withdrawal. To put it differently, your 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. We use the available balance to authorize your transactions during the day (for example, debit card purchases and ATM withdrawals). We also use the available balance to pay your transactions during our nightly processing. Your available balance is calculated as follows:

Ending Daily Balance	Ending daily balance from prior business day's nightly processing
- Holds	Subtract funds that have been placed on hold
+ Deposits	Add pending deposits that are immediately available (see "Funds Availability Policy" in this Agreement)
- Withdrawals	Subtract all presented and pending withdrawals that we have either authorized or we know about but have not yet processed

The available balance may not include every transaction you have initiated or that we previously authorized. For example, your available balance may not include the following:

- Outstanding checks and authorized withdrawals we have not received for payment (such as recurring debit card transactions and ACH transactions),
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add, and
- Debit card transactions that have been previously authorized but not sent to us for payment. In most cases, a transaction authorization hold must be released after three business days even though the transaction may be sent to us for payment from your account at a later date, which we must honor. The authorization hold may be up to 30 business days for certain transactions, including car rental, cash, and international transactions.

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. For example, your Actual Balance and Available Balance are both \$100.00. You use your debit card for a \$70.00 purchase, the merchant requests an authorization, and a hold is placed on the \$70.00. Your Available Balance is now \$30.00. Your Actual Balance still shows as \$100.00. Before the merchant sends the transaction to us for payment, a \$35.00 check you wrote clears your checking account. Because you only have \$30.00 available when the check is presented, your account will be overdrawn by \$5.00, even though your Actual Balance shows \$100.00. In this case, we may pay the \$35.00 check, but you will be charged a \$30.00 (as of January 1, 2023) Overdraft/Non-Sufficient Funds (NSF)/Returned Item Fee, even though your Actual Balance exceeds the amount of the transaction. This Fee will be deducted from your account, further reducing your Available Balance (to -\$40.50). When the merchant requests payment for the \$70.00 debit card transaction, your Available Balance no longer has sufficient funds to cover it. Your account will then be assessed another Overdraft/Non-Sufficient Funds (NSF)/Returned Item Fee for the \$70.00 transaction even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

- 2. Actual Balance:** 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. To know your Actual or Available Balance you may contact us at the phone number listed at the beginning of this Agreement or utilize our Digital Banking service available on our website at www.AtlanticFCU.com.
- 3. How we Process and Post Transactions to your Account:** We process transactions each business day (not Saturdays, Sundays, or federal holidays) during a late-night process that includes three key steps. We call this nightly processing. Once the transactions are processed, the results are posted to your account.

Step 1:

We calculate the available balance in your account that can be used to pay your transactions as described above. Certain pending transactions can impact your available balance for purposes of determining whether we will pay other transactions during our nightly processing, including:

- Cash deposits or transfers from another Credit Union account made AFTER the applicable cutoff time will be added to your available balance only if they are made before we start our nightly processing, and
- Pending withdrawals that reduce your available balance, such as debit card transactions you have authorized.

Step 2:

We sort your transactions into categories.

+ **We credit** deposits received before the cutoff time.

- **We subtract** withdrawals and payments you have previously authorized that we cannot return unpaid such as debit card purchases, ATM withdrawals, account transfers, Bill Pay transactions, and teller-cashed checks. Transactions are generally sorted by date and time the transaction was conducted or, for some transactions, the day we receive it for payment, or the time assigned by our system. If date and time are the same, we post from lowest to highest dollar amount.

- **We pay** your checks and preauthorized automatic ACH payments such as recurring bills you have authorized a company to withdraw. Transactions are sorted by date and time received by the Credit Union, and if date and time are the same, we post from lowest to highest dollar amount.

Step 3:

If the available balance is **not enough to pay all of your transactions**, we:

- **Use Overdraw Transfer** (if you have it) by transferring and/or advancing available funds from a linked savings and/or credit account. A fee may be charged as applicable.
- **Then, we decide whether to pay your transactions presented to us for payment into overdraft, or return them unpaid.** Paying an item into overdraft means that we pay an item even though your available balance is not sufficient to cover that item, resulting in your account having a negative balance. At our discretion, we may pay a check or automatic bill payment into overdraft, rather than return it unpaid. **This is Overdraft Protection** (see more information below). Debit card transactions presented to us for payment (whether previously authorized by us or not) **will be paid into overdraft and won't be returned unpaid**, even if you don't have sufficient funds in your account. Any fees are deducted from your account at the time of settlement.

- 4. Pending Transactions can Result in Overdrafts:** If your available balance during the nightly processing is insufficient, the Credit Union may assess Overdraft/Non-Sufficient Funds (NSF)/Returned Item Fees on transaction(s) we pay or return. Even if a pending transaction has been dropped from your account, we must pay it when we receive it for payment. Sometimes, previously authorized transactions are sent to us for payment. In those cases, you may be charged an Overdraft/Non-Sufficient Funds (NSF)/Returned Item Fee if the transaction is paid into overdraft. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when originally sent for authorization and we're unable to match them. In those cases, you may be charged an Overdraft/Non-Sufficient Funds (NSF)/Returned Item Fee if the transaction is paid into overdraft.
- 5. 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/Non-sufficient Funds (NSF) Returned 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/Non-sufficient Funds (NSF) Returned Item fee 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.
- 6. Overdraft Services:** Overdraft Services are not loans 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; we use the available balance and not the actual balance to determine both the payment of overdrafts 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 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, or delay in, exercising any of the Credit Union's rights, remedies, privileges or right to insist on your strict performance of any provisions of your account agreement, or any other provision related to your account, shall not be construed to be a current or future waiver of the Credit Union's rights, remedies, or privileges.
- 7. 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 beginning of this Agreement. 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 fee for certain declined transactions including Digital 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).

8. 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. Fees charged for covering overdrafts as well as the amount of the overdraft item will be subtracted from the overdraft limit disclosed, if applicable. Overdraft Protection can be used to cover your checks, individually authorized and recurring ACH transactions, POP money transfers and Bill Pay 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 at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Savings accounts, Money Market accounts, Public/Municipal accounts, Organization accounts, Association accounts, some Trust accounts and accounts of minors (not of legal age) are immediately ineligible for this service. We may, in our sole opinion and discretion, limit the number of your accounts eligible for Overdraft Protection to one account per household and/or one account per taxpayer identification number. Overdraft Protection is discretionary and may be suspended or permanently removed at our discretion at any time without prior notice of reason or cause; our reasons may include but are not limited to:

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

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

9. Card Overdraft: Card Overdraft service is available for Consumer accounts-with the exception of minor accounts. 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.

10. 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.

11. Personal Lines of Credit: This is a loan which, if approved by the Credit Union, can be linked to a Consumer 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.

12. Multiple Fees per Item are Possible: You may be charged multiple Overdraft/Non-Sufficient Funds (NSF)/Returned Item Fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized. Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment will be charged a separate Overdraft/Non-Sufficient Funds (NSF)/Returned Item Fee, even though it may be for a repeat presentment.

Debit Cards and Cards Used at ATMs

We offer a number of account services at a variety of locations that involve using a card. Some services may not be available at all locations. When you get a debit or ATM card from us, you may receive, and be required to agree to, additional terms and conditions applicable to the card. In the event of a conflict between the terms and conditions and this Agreement, the terms and conditions will control. Additional disclosures applicable to these services are provided in the Consumer or Non-consumer Schedule, as applicable.

When you use your card to access any account, the agreements and disclosures applicable to that account will apply to that card transaction. Additionally, the consumer protections described in the "Electronic Fund Transfer Disclosures" section of this Agreement don't apply to transactions on Non-consumer accounts, such as accounts for businesses.

1. **Issuance of a Card:** We may issue a card to each account owner to access your accounts.
2. **Authorized Transactions:** We assume that all transactions performed with your Credit Union cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. You should, therefore, securely protect your card and personal identification number (PIN) from loss or theft. Each cardholder must their own unique PIN and is responsible for keeping the PIN confidential. If the card or PIN is given to another person, the account owner will, to the extent allowed by applicable law, be responsible for all transactions made by that person or anyone else to whom that person gives the card or PIN. If you intentionally provide another person with the means to perform electronic 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 at the beginning of this Agreement 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.
3. **Accounts Linked to a Card:** Using a card to access linked accounts at Non-Credit Union ATM operators may not support display of all linked accounts and may not support all functions. Linking lets you add accounts you own (for example, checking or savings) to a debit or ATM card, giving you the ability to perform transactions on multiple accounts with one card at Credit Union ATMs. The money for purchases and payments made with your card is deducted from the primary linked account. Using a card at a participating non-Credit Union ATM for cash withdrawals, transfers, and balance inquiries is generally available for the primary linked checking and savings accounts. We can restrict the number and type of accounts you can link to your card.

The primary linked account to a debit card must be an eligible checking account. If a primary linked account is closed or delinked for any reason, we'll generally designate a linked secondary account of the same account type, if you have one, as the new primary account. If you have a debit card and none of your other linked accounts are checking accounts, or you have no other linked accounts, your debit card will be closed. You can request a new card but may be subject to a fee as described in the Schedules.

4. **ATMs with Assisted-Service Mode:** Some ATMs in branches can operate in "Assisted-Service mode" during branch hours. When in Assisted-Service mode, the ATM screen's main menu will display an "I need assistance" option. When using an ATM is in Assisted-Service mode, you may be able to use your consumer card to access and perform transactions on your consumer accounts that are not linked to your card.
5. **Using a Credit Card or Line of Credit at ATMs:** If you use your Credit Union credit card linked to an eligible line of credit account (linked credit account), you may use the card to access the linked credit account at an ATM. You may be able to use the card to obtain cash or transfer funds from the linked credit account, as long as the linked credit account is in good standing and has available credit. Cash withdrawals and transfers of funds from your linked credit account are treated as cash advances. Each of these transactions is subject to the applicable credit card account agreement or line of credit account agreement, including daily limits and cash advance fees.
6. **Using your Card:** There are many ways to use your cards using the physical card or via mobile devices. You can use your card:
 - Pay for purchases at merchants who accept payments through a network in which we participate,
 - To request cash back when making a physical card purchase with your PIN at merchants who offer this service,
 - To choose whether and how you receive a receipt when you use your card at a merchant terminal,
 - Pay bills directly with your card or through a mobile device at participating merchants

a. ATMs. At an ATM* you can:

- View account balances
- Withdraw cash
- Transfer funds between your accounts
- Make deposits to your account
- Choose how you want to receive your ATM receipt: printed, emailed, or to your mobile phone
- Transfer funds from your eligible Credit Union credit accounts to your checking or savings accounts**

**Some of these transactions may not be available at all ATMs.*

***This transaction may not be available at all ATMs. Cash advance fees may apply. Refer to the applicable credit card account agreement or line of credit account agreement for more details.*

- b. Point-of-sale (POS) Purchases at Merchants.** You may use your card to make purchases at merchants that accept Visa® cards. These transactions will be itemized on your statement, including the merchant name & location and the amount & date of the purchase.

- c. **Balance Requirements.** Transactions using your 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.
 - d. **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.
7. **Fees for Card Use:** We charge a fee for each non-Credit Union ATM transaction. In addition, the non-Credit Union ATM owner/operator may charge a fee and set their own withdrawal limits. We may waive our fee and/ or reimburse the non-Credit Union ATM owner/operator fee, in whole or in part, if allowed by the terms of your account. Even if reimbursed, the non-Credit Union ATM owner/operator fee is included in the total transaction amount that is withdrawn from your account and will apply to your card's daily ATM withdrawal limit. Other applicable fees for use of your card are described in the Fee Schedules. The fees may be changed at any time, subject to our giving you any notice required by law.
- a. **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.
 - b. **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. **Actions via Electronic Credit Transfers:** You can receive transfers through card networks or funds transfer systems with your card.
9. **ATM and Merchant Terminal Malfunctions:** Generally, we're not responsible for damages resulting from an ATM or merchant terminal malfunction. However, for applicable accounts, see "Electronic Fund Transfer Agreement & Disclosures" section of this Agreement.
10. **Card Authorizations:** An authorization is when we approve a transaction or purchase. We may limit the number of authorizations we allow during a period of time (for example, if we notice out- of-pattern use of your card, or suspected fraudulent or unlawful activity). For security reasons, we cannot explain the details of the authorization system. If we don't authorize the payment, we may notify the person who attempted the payment that it has been refused. We won't be responsible for failing to give an authorization. In our discretion, we may allow or deny transactions or authorizations from merchants who are apparently engaged in or who are identified as engaged in the internet gambling business.
11. **Limits to your Card:** For security reasons, there are limitations on the transactions that you may perform with any of your Credit Union cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. 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 accounts or transfer system.

If an ATM transaction or purchase would create an overdraft on the account, we may, in our sole discretion, take any of the actions described in the "Available Balance, Posting Transactions and Overdraft" section of this Agreement.

- a. **Daily Limits.** Unless otherwise specified, a "day" is defined as the 24-hour period from midnight to midnight, Eastern Standard Time. Transactions made in other time zones will be based on when received in Eastern Standard Time. You may use your card subject to your daily purchase limit, daily ATM withdrawal limit, and the available balance in your account. We provide you your daily ATM withdrawal and purchase limits when you receive your card, unless otherwise stated in the Agreement. For security reasons there may be additional limits on the amount, number, or type of transactions you can make using your card.
- Transactions will also be limited to any withdrawal limits set by the non-Credit Union ATM. We'll charge a fee if you make a teller-assisted cash disbursement at a non-Credit Union bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your card for a purchase or for cash back. The merchant fee will be included in the total purchase amount.
- b. **Changes to your Card Limits.** We may, without telling you, increase your daily purchase or ATM withdrawal limit based on account history, activity, and other factors. If we decrease the limits of your card, we'll notify you in accordance with applicable law.
12. **Using your Card through a Mobile Device:** A mobile device means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number (digital card number) to make debit card transactions. **When you use your debit card with your mobile device for transactions:**
- Availability may be affected by your mobile carrier's coverage area, and your mobile carrier may charge you message and data rates, or other fees.
 - Your debit card information is sent across wireless and computer networks.
 - Information about your mobile device may be transmitted to us.
 - You should secure the mobile device the same as you would cash, credit cards, and other valuable information. Password protect and lock it to help prevent unauthorized transactions and notify us promptly if it's lost or stolen.
 - When you make a purchase or payment using your mobile device, the merchant won't provide an option for cash back.
 - A physical card may be required for access to Credit Union ATMs within secure locations.

- You can access Credit Union ATMs by holding your mobile device close to the Contactless Symbol displayed on the ATM.
- Each time you access a Credit Union ATM with your mobile device and card PIN, you can perform one monetary transaction (such as a cash withdrawal), or one non-monetary transaction (such as a balance inquiry) before your one monetary transaction.
- If you're accessing a Credit Union ATM in Assisted-Service mode using your mobile device, your card's daily ATM withdrawal limit will apply and you won't be able to access accounts that are not linked to your card.
- We may automatically provide digital wallet operators with updated Digital Card Number information, such as when your Card is replaced or reissued.

Third parties, such as merchants, card association networks, mobile carriers, digital wallet operators, mobile device manufacturers, and software application providers may (1) use and receive your digital card number, and (2) receive information about your mobile device. If you have enrolled in Overdraft Protection and/or Card Overdraft Service, those terms will apply to debit card transactions made through a mobile device.

We may, at any time, partially or fully restrict your ability to make debit card transactions through a mobile device. If you want to remove your digital card number from your mobile device, contact us using the information found in the beginning of this Agreement.

- 13. Card on File with Merchants:** If you give your debit card number to a merchant with authorization to bill that card for recurring payments, or to keep it on file for future purchases or payments, the merchant may receive updated card information to process such payments. However, since not all merchants receive updated card information, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. If you have a card on file with a merchant and want to cancel the payment arrangement, be sure to cancel it directly with the merchant.
- 14. Authorization Holds for Card Transactions:** For all card purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your card when we obtain an authorization request. We refer to this temporary hold as an authorization hold. The funds subject to the hold will be subtracted from your available balance. We generally release the hold within 3 business days, but it can be up to 30 business days for certain types of debit card transactions, such as international car rental and hotel, from the time of authorization or until the transaction is paid from your account.

If the merchant does not submit the transaction for payment within the time allowed, we'll release the authorization hold. This means your available balance will increase until the transaction is submitted for payment by the merchant and posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you'll spend. For example: A restaurant submits the authorization request for your meal before you add a tip.

You might end up overdrawing your account even though the available balance appears to show there are sufficient funds to cover your transaction. For example: A merchant does not submit a one-time debit card transaction for payment within three business days of authorization (or up to 30 business days); we must release the authorization hold even though we'll have to honor the transaction. When we receive it for payment, it's paid from the funds in the account and at that time it causes an overdraft.

You should record and track all your transactions closely to confirm your available balance accurately reflects how you spend funds from the account linked to your card.

- a. 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 ensure 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 card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).

- 15. Card Transactions Outside the United States:** You may use your 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. Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. 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. The network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network in U.S. dollars. If you need to contact us about your card while outside of the United States, call us at the numbers listed at the beginning of this Agreement or printed on the back of your card.

- a. **Additional Charges for Non-U.S. Card 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.
16. **ACCEL.** Your debit card allows you to conduct transactions on the ACCEL debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA transaction. Provisions of your cardholder agreement that specifically relate to VISA transactions are inapplicable to non-Visa debit transactions.
17. **Ending or Limiting your Card Use – Your Card is our Property:** We may cancel your card or card banking access at any time without notice to you. You may cancel your card or card banking access at any time by writing to us at the address provided in your account statement, calling the number on the back of your card, or visiting your nearest branch. If the account is closed or the card is cancelled, you will immediately destroy the card(s) and, upon request, tell us in writing that the card(s) has been destroyed. If requested, you must immediately return the card(s) to us. If your card or card banking access is cancelled, you must pay for any card transactions made before the card is cancelled. 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.
- a. **Fraud Prevention.** We reserve the right to limit, prevent or block any activity on your card in any way if we deem it necessary to protect you or 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.
18. **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.
19. **Zero Liability Protection:** With Zero Liability protection, you'll have no liability for any card transactions that you did not make or authorize, so long as those transactions occurred before the end of the 60-day period described below.

If your account statement shows card transactions that you did not make or authorize, tell us at once. If you don't notify us within 60 days after the statement was mailed or was otherwise made available to you, you'll be liable for any additional unauthorized card transactions that occurred after the 60-day period and before you provided notice to us (if we could have stopped those card transactions had you promptly notified us). This will apply even to unauthorized card transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we'll extend the time period.

- a. **For Card Transactions from Consumer Accounts.** Your card comes with Credit Union's Zero Liability protection, which provides you with more coverage than what Regulation E requires for cards accessing Consumer accounts (see "Electronic Fund Transfer Agreement & Disclosures" section of this Agreement).
- b. **For Card Transactions from Business Accounts.** Your card comes with Credit Union's Zero Liability protection but has no consumer protections under Regulation E or the Electronic Funds Transfer Act as discussed in this Agreement.
20. **Card Safety Tips:**
- Do not lend your card to anyone.
 - Always protect your card and keep it in a safe place, just like you would cash, credit cards, or checks.
 - Protect the secrecy of your Personal Identification Number (PIN).
 - Create a PIN that does not include any number or word that appears in your wallet (such as birth date, name, or address).
 - Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
 - Don't tell anyone your PIN.
 - Prevent others from seeing you enter your PIN by using your body to shield their view.
 - If you lose your card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
 - Shop with merchants you know and trust.
 - Look at your account statements when you receive them to be sure you made the transactions listed. Contact us immediately if you identify anything suspicious.
 - If your card is ever lost or stolen, immediately notify us at the number or P.O. Box listed in the "Questions? We're here for you" section at the beginning of this Agreement.
 - Destroy your old card if you receive a replacement.

Electronic Fund Transfer Agreement & Disclosures

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account. The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary” are used here as defined in Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state whose laws govern your account. As used in these provisions, a funds transfer does not include a transaction made using a Credit Union issued card. Examples of funds transfers covered by these provisions are a preauthorized automatic transaction via ACH (such as your car or mortgage payment), remittance transfers, and wire transfers (whether outgoing or incoming, foreign or domestic).

- 1. Rules of Funds Transfer Systems:** Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made (“system rules”), including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an ACH), the Clearing House Interbank Payments System (CHIPS), and the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”). We’re under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”).
- 2. Sending Funds Transfers/Mean of Transmission:** When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.
- 3. Notice of Funds Transfers:** We’ll notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We’re under no obligation to provide you with any additional notice or receipt.
- 4. Our Handling of Non-U.S. Items:** If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, we’ll rely on the beneficiary account number even if the account number identifies a party different from the named recipient. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.
- 5. 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.
- 6. Your Duty to Report Unauthorized or Erroneous Funds Transfers:** You’ll exercise ordinary care to determine whether a funds transfer from your account was either not authorized or inaccurate. You must notify us if a funds transfer from your account wasn’t authorized or is inaccurate. Notify us within 14 days after we notify you that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier, to be entitled to a refund from us. If you don’t notify us within 14 days, we’ll be entitled to retain payment for the funds transfer. We are not responsible to refund any funds if you give us an Erroneous Payment Order.
- 7. 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.
- 8. 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.
- 9. Erroneous Payment Orders:** You could lose funds if you provide incomplete or inaccurate information in your payment orders. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we won’t be obligated to detect future errors. We’ll rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order.
- 10. 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.
- 11. 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.
- 12. Wire and ACH Transfer Requests:** 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.

- 13. Automated Clearing House (ACH) Transactions:** 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.

These additional terms apply to payments to or from your account that you transmit through an ACH:

- Your rights as to payments to or from your account will be based on the laws governing your account.
 - When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
 - If we don't receive final settlement or payment, we're entitled to a refund from you for the amount credited to your account.
 - Any Originating Depository Financial Institution (ODFI) may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize.
- a. **Reversal or Return of ACH Transactions.** Although all ACH Entries (both credit and debit) may be returned in accordance with 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 your Consumer account has 60 business days from the Settlement Date to return it. **Non-consumer accounts have 1 business from the Settlement Date to return it.** The Settlement Date is the date on which the ACH Entry posts to your Account. This right of reversal is in addition to your right to stop payment.
- **Non-consumer Accounts Only:** Under the ACH Rules, the Credit Union has 1 business from the Settlement Date to return an ACH transaction. In order for the Credit Union to meet this deadline, you're required to notify us to return the ACH debit entry as unauthorized by this time. If you don't notify us in a timely manner of the unauthorized ACH debit entry, we won't be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry. Additionally, under the ACH operating rules, certain types of ACH debit entries may only be presented on a Consumer account. We'll have no obligation to pay, and no liability for paying, any consumer ACH debit entry on a Non-consumer account.
- b. **Additional Information on ACH Debit Entries.** If you provide information that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number), it may result in payment of the ACH debit entry. You acknowledge this risk and agree that you're responsible for notifying the sender of the ACH debit entry that your authorization has been revoked. You agree to indemnify and hold us harmless from, and against any loss we incur, as a result of our paying an ACH debit entry, if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of our not paying an ACH debit entry for which a valid stop payment order is in effect).

14. **Wire Transfers:** 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 us at 800-834-0432. 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.

- a. **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.

- b. **Incoming International Wire Transfers.** Incoming wire transfers received in a foreign currency for payment into your account will be converted into U.S. dollars using the applicable exchange rate without prior notice to you. For more information, see the "Applicable Exchange Rate" provision in this Agreement.
- c. **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.
- d. **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.
- e. **Cancelation or Amendment of 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.
15. **Electronic Check Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to (1) pay for purchases, or (2) pay bills.
16. **Contact in the Event of Unauthorized Transfer:** If you believe your card, card number, or PIN, has been lost or stolen, call us at 1-800-834-0432 or write to us at: Atlantic Federal Credit Union, 600 Sable Oaks Drive, Suite 100, South Portland, ME 04106. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
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. Please contact the Credit Union at the phone number listed at the end of this booklet or visit our website: www.AtlanticFCU.com for daily cut-off time.
- b. **The Credit Union's "Daily Cut-Off Time" for Uniform Commercial Code Funds Transfers.** 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. Please contact the Credit Union at the phone number listed at the end of this booklet or visit our website: www.AtlanticFCU.com for our daily cut-off time for Uniform Commercial Code Funds Transfers.
- c. **The Credit Union's Business Day Disclosure.** Please contact the Credit Union at the phone number listed at the end of this booklet or visit our website: www.AtlanticFCU.com for specific branch hours. 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. **Preauthorized Payments:**

- a. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can visit our Digital Banking site at www.AtlanticFCU.com or mobile banking app, enroll in account alerts, or call us at 1-800-834-0432 to find out whether or not the deposit has been made.
- b. **Direct Deposits (Credits):** You can arrange for direct deposits to your checking or savings account (for example, payroll checks, and social security payments).
- c. **Preauthorized Payments (Debits).** You can arrange to pay certain recurring bills from your checking or savings account(s). 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.

- 19. Our Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:
- 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,
 - Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken,
 - The Credit Union has a reasonable basis to believe an access device has been compromised,
 - The funds in your account are subject to legal process or other similar encumbrance,
 - The terminal or other system was not working properly and you knew about the breakdown when you started the transaction,
 - The terminal or other system where you were making the transaction does not have enough cash,
 - The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements,
 - You do not have enough money in your accounts to make the transaction through no fault of ours,
 - You have not properly followed instructions for operation of the ATM or system,
 - Other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued, or
 - There is some other exception stated in our Agreement with you.
- 20. Receipts:** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or when you use your card at a merchant terminal.
- 21. Account Inquiry:** You have the right to contact us to find out whether an electronic transfer has been credited or debited to your account. Call us at 1-800-834-0432, write to us at: Atlantic Federal Credit Union, 600 Sable Oaks Drive, Suite 100, South Portland, ME 04106 or visit our Digital Banking site at www.AtlanticFCU.com.
- 22. Liability for Transactions not Covered by Regulation E:** For purchases and other transactions in Consumer accounts not governed by Regulation E, you're liable for all losses relating to unauthorized funds transfers that don't result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.

Provisions 23-26 apply to electronic fund transfers to or from Consumer accounts and are governed by Part A of Regulation E. These provisions DO NOT apply to Non-consumer accounts, such as accounts for businesses.

- 23. General Rules for Electronic Fund Transfer Services:** When you read this section, you'll see references to Regulation E which provides certain protections and responsibilities. We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions detailed in this section. We describe some of these services in this section and also provide certain disclosures that apply to the use of electronic fund transfer services with your Consumer account. Some of these services are governed by separate agreements we give to you at the time your card is mailed, or you sign up for the service (e.g., ATM and debit cards, online, and mobile banking).

Regulation E sets forth the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of the banks or other persons who offer these services. It includes the actions you need to take if you believe your card, your card number, or your Personal Identification Number (PIN) has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account and the rules regarding your potential liability for these transfers. Your responsibilities and protections under Regulation E are described herein.

For unauthorized card transactions, in addition to the rights you have under Regulation E, Credit Union Zero Liability protection provides you with added protection from liability.

Regulation E DOES NOT APPLY to Wire Transfers, regardless of account type.

The following summarizes the types of transactions to which Regulation E applies and tells you if Zero Liability protection covers the transaction:

- **Card transactions:** Use your debit card to make purchases, withdrawals, payments, transfers, and other transactions.
- **Transfers:** Send or receive transfers between your accounts or to other recipients at the Credit Union or other financial institutions.
- **Payments:** One time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account.
- **Credits:** Manual or automatic electronic deposits to your account such as payroll or benefits payments.
- **Electronic Check Conversions:** Electronic fund transfer using information from a check (e.g., the Bank's routing number and your account number).
- **Phone Banking Transactions:** Transactions conducted through our iTalk Telephone banking service.

- 24. Liability for Unauthorized Transactions According to Regulation E:** Tell us AT ONCE if you believe your card, card number, or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in any line of credit, savings account, or credit card linked to your account or as part of an Overdraft Protection plan).

If you tell us within two business days after you learn of the loss or theft of your card, card number, or PIN, you can lose no more than \$50.00 if someone used your credentials without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, card number, or PIN, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500.00 (however, see "Zero Liability Protection" in the "Debit Cards and Cards Used at ATMs" section of this Agreement).

Also, if your account statement shows transfers that you did not make or authorize, including those made by your card, PIN, or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the 60-day period and before you provided notice to us (if we can prove we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

25. In Case of Errors or Questions about your Electronic Fund Transfers: If you see an error or have questions about your electronic transfers, think your deposit statement or receipt is wrong, or you need more information about a transfer listed on an account statement or receipt, call us at 1-800-834-0432, or write to us at Atlantic Federal Credit Union, 600 Sable Oaks Drive, Suite 100, South Portland, ME. 04106 as soon as you can. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appeared, and you should take the following actions:

- Tell us your name and account number (if any) and the dollar amount of the suspected error.
- 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.

If you tell us in person or by phone, we may require that you send us your complaint or question in writing within 10 business days.

26. Investigations: We will determine whether an error occurred within 10 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 complaint or question. If we need more time, we will credit your account within 10 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 complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint 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.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction or error if you don't cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

- 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.
- b. 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.

Statements and your Duty to Review

We'll make available to you a statement of your account activity for each statement period, using the postal or email address associated with your account. We'll do the same with notices. If your delivery preference is electronic, we'll notify you by email that your statement or notice is available online. We'll send statements and notices to one owner of a jointly owned account, and you agree that owner is responsible for sharing copies of the information with all other owners. If you request that we send notices to an Authorized Signer, the Authorized Signer has the same responsibility.

Your statement is considered received by you on the second business day after we mail it to you or, if your delivery preference is electronic, when it's available through Digital Banking. You agree to this timing even if the postal or email address you provided us is invalid.

Checking accounts get a monthly account statement. Savings accounts generally get a quarterly account 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.

If provided electronically, you will be sent a notice via email that will direct you to a site where you may access your statement as otherwise agreed. Emails from us will be sent to the email 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 section will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Online statements are available to each joint owner or Authorized Signer and any person with access to Digital Banking will have online viewing capability to all the information on the statement.

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

2. Error Resolution Notice: It is **your responsibility to review** account statements and notices and notify us of errors. To do so:

- Examine your account statement promptly and carefully.
- Notify us promptly of any errors.
- Notify us within 30 days after we have made your account statement available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30-day period, we won't be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us within six months after we have made your account statement available to you if you identify any unauthorized, missing, or altered endorsements on your items.

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. Unauthorized Transactions: A transaction is an unauthorized transaction when it's:

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee's name is changed).

You can notify us of errors on your account statements by promptly:

- Calling the telephone number listed on your account statement or in a notice, or
- Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

When you report an unauthorized transaction, we investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Ask that you Notify law enforcement (if you do not do so, we may do so if we may incur any loss or damage associated with the claim), and
- Cooperate fully with us in our investigation.

3. Electronic Statements: The Credit Union has the capability of capturing your periodic statement electronically (eStatements or eDocuments) 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.

a. Authorizing eStatements. You may sign up for eStatements by calling us, coming into the Credit Union or through Digital Banking. 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 email 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.

b. 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.

c. 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 Digital Banking. See the Fee Schedules for applicable charges.

4. Account Statements or Notices Returned or Undeliverable: Your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your account statement is available for online viewing, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable.

We won't attempt to re-deliver account statements and notices to you until you provide us with a valid postal or electronic address.

5. Other Member Responsibilities: It is your responsibility to keep the Credit Union apprised of your current email address and contact us if you do not receive your statement or notice of statement. Failure to notify the Credit Union of email 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.

Resolving Disputes through Binding Arbitration; Jury Waiver; Class Action Waiver

- 1. General Dispute Resolution Terms:** If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that the following terms and conditions shall govern all disputes between you and the Credit Union.
- 2. BINDING ARBITRATION AGREEMENT; JURY WAIVER; CLASS ACTION WAIVER:** To the full extent permitted by governing law, you acknowledge and understand that the Binding Arbitration Agreement, Class Action Waiver, and Jury Waiver set forth below substantially limit your right to bring a legal action in a judicial forum (except for matters that may be brought in small claims court as set forth herein). This Binding Arbitration Agreement, Class Action Waiver, and Jury Waiver shall survive: (1) the closing of your account(s) and the termination of any relationship between you and Credit Union, including the termination of your Account Agreement, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.
- 3. Binding Arbitration Agreement: TO THE FULLEST EXTENT PERMITTED BY LAW, UPON ELECTION OF YOU OR THE CREDIT UNION, YOU AND THE CREDIT UNION WILL NOT HAVE A RIGHT TO HAVE A COURT DECIDE ANY CLAIM OR DISPUTE BETWEEN US AND INSTEAD, ANY CLAIM OR DISPUTE WILL BE DECIDED BY INDIVIDUAL, AND NOT CLASS ACTION, BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. NEITHER PARTY NOR ANYONE OF THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. It is the intent of the parties hereto to provide a fundamentally fair and less costly forum to address any disputes between the parties; and the parties specifically agree to this alternative method of dispute resolution as an integral part of the relationship between the you and the Credit Union.**

Arbitration means an out-of-court dispute resolution process before an impartial third party who will hear the dispute between Credit Union and you and provide a binding decision. Binding arbitration means the decision of the arbitrator is final and enforceable in any court of law with jurisdiction and the ability to appeal an arbitrator's decision is limited. A dispute is any unresolved disagreement between Credit Union and you and any demand, cause of action, complaint, claim, counterclaim, asserted right, or request for monetary or equitable relief. A dispute may also include a disagreement about this Binding Arbitration Agreement's meaning, application, or enforcement.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party's costs and expenses for compelling arbitration.

- 4. ONLY EXCEPTIONS to this Arbitration Agreement:** (1) self-help or provisional remedies (as described below) and (2) rights to pursue small claims disputes in small claims court, to the extent that such court has jurisdiction over the matter.

"Claim" means any demand, cause of action, complaint, claim, counterclaim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Account, a transaction, or this Account Agreement, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services that we have against you or that you have against the Credit Union, its employees, officers, directors, volunteers, affiliates, predecessors, acquired entities, successors or assigns.

- 5. RIGHT TO OPT OUT:** You may opt-out of this Binding Arbitration Agreement by calling us toll free at: 1-800-834-0432, or by sending us a written notice to 600 Sable Oaks Drive, Suite 100, South Portland, ME 04106 which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Binding Arbitration Agreement in your Account Agreement (the "Opt-Out Notice").

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested to: 600 Sable Oaks Drive, Suite 100, South Portland, ME 04106, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Agreement was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Membership and Account Agreement. If the Arbitration Agreement of your Membership and Account Agreement has already been delivered or otherwise made available to you, amendments to your Membership and Account Agreement will not give you a new right to opt out of this Arbitration Agreement, unless we amend a substantive clause of the Arbitration Agreement.

An Opt-Out Notice does not affect the enforceability of the Class Action Waiver or Jury Waiver below.

- 6. Arbitration Applicable Rules – Electing arbitration:** If you or we elect to arbitrate a dispute, the party electing arbitration must notify the other party in writing (the "Arbitration Notice"). Your Arbitration Notice to us shall be sent to: Atlantic Federal Credit Union, 600 Sable Oaks Drive, Suite 100, South Portland, ME 04106 (the "Notice Address"). Our Arbitration Notice to you shall be sent to the address for you currently in our files. If you or we file a lawsuit in court asserting a claim, the other party may elect arbitration in accordance with this Section, and such Arbitration Notice may be asserted in papers filed in the lawsuit (for example, a motion to compel arbitration of Claims filed in the lawsuit in court). If you or we commence litigation of a claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other claim that you or we may make in such action or at a later date. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- 7. Arbitration filing & administrative costs:** We will pay the filing and administrative fees ("Arbitration Fees") that we are required to pay pursuant to the administrator's rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the

administrator's rules in connection with an individual arbitration you have commenced against us in relation to a Consumer account: (i) if the amount of your Claim does not exceed \$75,000.00 and we receive a written request by you at the Notice Address, we will pay or reimburse you for your payment of said Arbitration Fees; (ii) if the amount of your Claim exceeds \$75,000.00 and we receive a written request by you at the Notice Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of them from the arbitration administrator, but we shall have no obligation to make such payment. This provision only applies to (a) Claims related to Consumer accounts and (b) the direct fees for the filing and administration of the arbitration and does not cover any other fees, including attorneys' fees or arbitrator fees, costs, or expenses.

- 8. Arbitration administrator and rules:** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected in accordance with this Section. The site of any arbitration shall be Cumberland County, Maine unless the parties agree otherwise. Any dispute or claim less than \$2,000,000.00 shall be decided by one arbitrator. If at all practicable, the arbitrator(s) and parties shall schedule the arbitration proceeding to conclude within 180 days of the filing of the dispute. You may obtain a copy of the rules and/or codes, and more information about initiating an arbitration, by: (1) contacting AAA at: 1-800-778-7879 or visiting: www.adr.org, or (2) contacting JAMS at: 1-800-352-5267 or visiting: www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- 9. What law the arbitrator will apply:** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA) that would apply if the matter had been brought in court.
- 10. The arbitrator's decision and award; attorney's fees:** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages, costs, or other relief or remedies that would apply under applicable law or this Agreement, as limited by applicable law, except, unless applicable laws require otherwise, each party will pay its own attorney, expert, and witness fees, no matter which party wins arbitration.
- 11. Effect of arbitration award; appeal:** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.
- 12. Federal Arbitration Act:** Your Account Agreement, Other Services Agreements or Disclosures and Loan Agreements evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section. To the extent that the Federal Arbitration Act does not apply, the Maine Uniform Arbitration Act (14 M.R.S. § 5927 et seq.) shall apply.
- 13. No Waiver of Self-Help or Provisional Remedies:** This Arbitration Agreement does not limit or modify the right of Credit Union or you to:
 1. Exercise self-help remedies, including setoff,
 2. Preserve or obtain possession of property, and
 3. Obtain provisional or ancillary remedies such as injunctive relief or attachment, garnishment, or appointment of a receiver before, during, or after the pendency of any arbitration proceeding.

Exercise of the above does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration in accordance with the Arbitration Agreement.

Right To Pursue Claims in Small Claims Court Notwithstanding anything to the contrary, Credit Union and you each retains the right to pursue in small claims court a dispute within that court's jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the small claims court.

CLASS ACTION WAIVER TO THE FULL EXTENT PERMITTED BY LAW, YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS IN ARBITRATION OR IN COURT MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION OR LAWSUIT (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION).

JURY WAIVER TO THE FULL EXTENT PERMITTED BY LAW, IN THE EVENT THAT NEITHER YOU NOR WE SEEK ARBITRATION OF A CLAIM UNDER THE BINDING ARBITRATION PROVISION OR IF THE BINDING ARBITRATION PROVISION BECOMES INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, YOU AND WE EACH IRRECOVACABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING YOU AND THE CREDIT UNION AND YOU AND WE AGREE THAT NEITHER YOU NOR WE SHALL (I) SEEK A JURY TRIAL IN ANY COURT ACTION TO RESOLVE ANY CLAIM, OR IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION RELATED TO A CLAIM OR (II) SEEK TO CONSOLIDATE ANY SUCH CLAIM OR ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. TO THE FULL EXTENT PERMITTED BY LAW, THIS JURY WAIVER SHALL BE SUBJECT TO NO EXCEPTIONS AND YOU AND WE AGREE THAT THIS SECTION WILL BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE AGREE AND UNDERSTAND THAT UNDER THIS PROVISION YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY AND THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

Additional Terms and Service Considerations

This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state of Maine. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices. 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.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of Maine, including Maine's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

- 1. Controlling Communication Method:** English is the controlling language of our relationship with you, including the terms of this Agreement. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there's a discrepancy, the English version prevails over the translation. All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g., to request one hundred dollars you will use: "\$100" "\$100.00" or the English equivalent: "One Hundred Dollars.").
- 2. Modification of Invalid Terms:** Any term of this Agreement that is inconsistent with the laws governing your account will be excluded to the extent of such invalidity. The invalid term will be considered modified by us and applied in a manner consistent with such laws. Such modification won't affect the enforceability or validity of the remaining terms of this Agreement.
- 3. Changes to this Agreement:** We may change the terms of this Agreement, including account fees and features, at any time by adding new terms or conditions, or by modifying or deleting existing ones. If we're required to notify you of a change to this Agreement, we'll describe the change and its effective date in a message within your account statement or by any other appropriate means. We may agree in writing to waive a term of this Agreement, including a fee, and we may revoke any waiver.
- 4. Order of Precedence Between Agreements:** If a service we offer has a separate agreement, and there's a conflict between the terms of this Agreement and the separate agreement, the conflicting terms of the separate agreement will apply.
- 5. Timing of Notices:** Any notice you send us is effective once we receive it and have a reasonable opportunity to act on it.
- 6. Responsibilities and Liabilities Between Us:** We're responsible for exercising ordinary care and complying with this Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that don't vary unreasonably from the general standards followed by similarly situated financial institutions. Except to the extent we fail to exercise ordinary care or to comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification will survive termination of this Agreement.

We won't be liable for anything we do when following your instructions. In addition, we won't be liable if we don't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. In no event will either Credit Union or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation doesn't apply where the laws governing your account prohibit it. We won't have any liability to you if your account does not have sufficient available funds to pay your items due to actions we have taken in accordance with this Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under this Agreement. If this happens, neither Credit Union nor you will be in breach of this Agreement. If we waive a right with respect to your account on one or more occasions, it does not mean we're obligated to waive the same right on any other occasion.

We're permitted to either directly debit your account or bill you for our fees and expenses incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, we may create an overdraft on your account.

- 7. Telephone Requests; Recording Data/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 prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

8. Miscellaneous/Governing Law: 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.

9. Legal Process: Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account. 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.

We may accept and act on any legal process we believe to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located.

We may, but are not required to, provide notice of legal process relating to your accounts. We may comply with legal process even though it affects the interests of only one owner or Authorized Signer of a joint account.

a. Legal Dispute Location. Any lawsuit, claim, or other proceeding arising from or relating to your account or this Agreement, will take place exclusively in the state or federal courts in Maine, without regard to conflict of laws principles. This includes enforcement of the Arbitration Agreement and entry of judgment on any arbitration award.

10. 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 to 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.

- 11. Costs, Expenses and Attorneys' Fees:** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action, you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.
- 12. Use of Biometrics:** The Credit Union or various apps you may choose to use 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 requirements we or the third party may require associated with this 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. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction.
- a. Important Notice on Biometrics.** When you enable biometric access every person with an enrolled fingerprint on 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 with us. 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.
- 13. Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God:**
- a. Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.
- b. Official Health Guidance.** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.
- c. Face Masks.** For security reasons all face masks or other coverings are typically prohibited unless medically required or required as part of official health guidance. If a mask is medically required, members/non-members, contractors, and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.
- 14. 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.

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.

- 15. Notice of ATM/Night Deposit Facility User Precautions:** As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or drive-up/night deposit facility. For your own safety, be careful. We want the ATM and drive-up/night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately. The following suggestions may be helpful:

Drive-up/Night Deposit Facility Safety Tips:

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the facility.
- Compare your records with the account statements you receive.
- Do not leave any documents at a night deposit facility.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

ATM Safety Tips:

- Before using an attended or unattended merchant terminal, look at it for possible tampering or for the presence of any unauthorized attachment that could capture your card information or PIN.
- Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
- Be aware of your surroundings and be cautious when you withdraw money.
- Watch for suspicious persons or activity around the ATM. If you notice anything out of the ordinary, come back later or use an ATM elsewhere. If you see someone suspicious or unusual circumstances, don't use the ATM at that time. If you're in the middle of a transaction, cancel the transaction, take your card and leave the area and come back at another time or use an ATM at another location.
- Before using the ATM, look at it for possible tampering or for presence of any unauthorized attachment that could capture your card information or PIN.
- Report all crimes immediately to the operator of the ATM or local law enforcement.
- Consider having someone accompany you when using an ATM after dark.
- Be sure no one sees you enter your PIN.
- Avoid showing your cash. Put it away as soon as your transaction is completed. Wait to count your cash until you're in the safety of a locked enclosure, such as a car or home.
- Keep safe or securely get rid of your ATM receipts.
- Keep your engine running when you use a drive-up ATM. Keep your doors locked and your passenger window up.

Glossary

These terms govern the interpretation of the above Agreement.

- **Access Device:** 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. Regarding online or internet transactions, an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction.
- **Account:** Any one or more savings, deposit, checking, check, or other accounts held in the name of a business, association, organization or other Non-consumer entity and the features and services provided in connection with it or them. "Account" includes, but is not limited to: checking accounts, savings accounts, money market accounts, safety deposit agreements, certificates of deposit, UTMA accounts, and accounts held for trusts. Further, "account" shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.
- **ACH:** The Automated Clearing House Network.
- **ACH Debit Entry:** An electronic instruction requesting the withdrawal of funds from your account through ACH.
- **ACH Transaction:** A deposit or payment transferred to or from your account through an ACH.
- **Actual Balance:** The total amount of money in your account, less outstanding transactions authorized by you.
- **Authorized Signer:** A person who has actual or apparent authority to use your account even if they have not signed the Account Agreement/Signature Card.
- **Authorized User or Authorized Use:** 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.
- **Available Balance:** Our most current record of the amount of money available for your use or withdrawal. For more information, see the "Available Balance, Posting Transactions and Overdraft" section in this Agreement.
- **Business Account:** Any deposit account which isn't established and kept for personal, family, or household purposes. Common examples of ownership include an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture or a nonprofit corporation.
- **Business Day:** Every day except Saturday, Sunday, and federal holidays.
- **Card:** Every type of debit or credit card we may issue, except any prepaid cards or gift cards.
- **Check:** An acceptable written "instrument" written from or deposited to your account(s); includes the term "share draft."
- **Consumer Account:** Any deposit account which is established and kept for personal, family, or household purposes and isn't intended for business use. A Consumer account can be owned by one or more owners.
- **Direct Deposit:** An automatic electronic deposit of your salary, pension, Social Security, or other regular income deposited through the ACH network to your Credit Union deposit account by your employer or an outside agency.
- **Endorsement:** A signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check.
- **Instrument:** 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.
- **Item:** Any order, instruction, or authorization to withdraw or pay funds or money from or to an account. Examples include a check, draft, money order, ACH, wire transfer, Bill Pay, other electronic transfer, ATM withdrawal, teller withdrawal, debit card purchase, and fee.
- **Non-consumer Account:** Any deposit account which is established and kept for a legal, formal, or informal, non-person entity such as a business, association or organization which is managed by one or more Authorized Signers.
- **Overdraft:** An available balance of less than \$0.00 in your account.
- **Owner:** 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/Signature Card.
- **Returned Item/Non-sufficient Funds (NSF):** A term used to indicate when an item presented for payment is returned unpaid because the available balance in your deposit account is less than the amount of the item when presented.

- **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, check, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held.
- **Statement Period:** The dates of your statement period are located on your account statement, which provides you a record of all transactions posted during that period. Statement periods can be of varying length either monthly or quarterly.
- **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.



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 Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Atlantic FCU share?	Can you limit this sharing?
For our everyday business purposes 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
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	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, 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

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

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