

**FAMILY TRUST FEDERAL CREDIT UNION  
 MEMBERSHIP AGREEMENT AND DISCLOSURES**

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| <b>ACCOUNT RATE SHEET, FEE SCHEDULE AND ACCOUNT ACCESS AT-A-GLANCE DISCLOSURE</b><br><i>These items are provided separately and contain important terms concerning rates, contact information, fees, limitations and networks, etc. Be sure to review and keep this information as a permanent record. It will be updated from time to time as needed or required by applicable law.</i> | Separate Item |

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

**The purpose of this 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 a Signature Card or by 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, the Account Rate Sheet and the Fee Schedule, 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 Account Rate Sheet, Fee Schedule, Account Access At-A-Glance Disclosure and Privacy Policy 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.**

## INTRODUCTION

This Agreement, the Family Trust Federal Credit Union Account Rate Sheet, Fee Schedule and Account Access At-A-Glance Disclosure explain the rules which govern your account(s) and account services with us. Please read this Agreement and the disclosures carefully and keep them in a safe and convenient place.

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

**1. Terms, Conditions and Limitations of Your Relationship with the Credit Union:** The following terms govern our relationship with you, and all accounts or services, whether opened now or in the future. All Credit Union services are further governed by the terms and conditions set forth in any separate, current or future, agreements and/or disclosures, together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". To the extent there is any conflict between the terms of this Agreement and any separate agreements or disclosures, the terms of this Agreement shall govern. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. **Personal / Commercial:** You agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain other use such as commercial, we may require the account(s)/services(s) be closed or converted to business. **Disabilities:** We will accommodate reasonable requests to assist members with disabilities. In order to do so, you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

**2. General Definitions / Requirements / Biometrics:**

In this Agreement, the words "**you**" or "**your(s)**" mean everyone that signs, electronically signs or is adopted by a person with the intent to sign, any Signature Card or similar document or agreement, is authorized to make transactions or access account services in regard to your account(s) as provided herein or by governing law.

"**Credit Union,**" "**We,**" "**us,**" or "**our**" means the Credit Union providing this Agreement to you.

"**Access Device**" means any card or electronic access device, including but not limited to any computer, smartphone or other device, and/or any codes, passwords or personal identification numbers (PIN) that may be used to allow you to access and/or use any account or other services to process a transaction.

**Use of Biometrics / Fingerprints:** 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. **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 expand the number of persons who have access to your account regardless of the signers listed on your Signature Card. **THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU, THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.**

**“Authorized User” and “Authorized Use”** means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device, documentation, codes, PIN or permission that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has any access to the joint account (online or otherwise), you understand that this owner or authorized user may access all accounts and services associated with the account 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 account and it is accessed by you granting authority in any way, or as listed above, 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. An authorized signer may stop payment on an item they have drawn or otherwise ordered but may not close any account(s) or terminate any services without the owner’s specific written consent.

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

**“Actual Balances and Available Balances”:** In order to manage and understand how transactions are processed, including when fees such as Non-Sufficient Funds (NSF) fees or overdraft fees may apply, you understand and agree to the following:

**How do we determine your account’s available balance?** Your account’s “Available Balance” is our most current record of the total amount of money in your account available for your use or withdrawal, which does not take into account outstanding transactions previously authorized or not yet posted and may not always depict an accurate display of what you may spend without overdrawing your account.

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.

We use the available balance to authorize your transactions as they are presented (e.g., debit card purchases, ACH transactions, and ATM withdrawals) which we calculate as follows:

- We start with the real-time balance, which includes all transactions already deposited with immediate credit, and any transactions already deducted from your account. If applicable, the real-time balance also includes any portion of a paper check deposit that must be made available to you for immediate use from a paper check that has been deposited with a hold. (See the “Funds Availability Policy” section for details.)
- We subtract any pending withdrawals that we have either authorized (such as debit card purchases) and pending withdrawals that are known to us (such as preauthorized ACH transactions submitted for payment from your account but have not yet processed). If applicable, any holds placed due to legal processing will also be deducted from your account’s available balance.

**Important note:** The available balance does not reflect every transaction you have initiated or we previously authorized. For example, your available balance may not include the following:

- Outstanding checks and authorized withdrawals (such as recurring debit card transactions and ACH transactions that we have not received for payment).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.
- Debit card transactions that have been previously authorized but not sent to us for final payment.

**Important note:** Transaction authorization holds may be placed by a merchant(s) for certain types of debit or ATM card transactions, including car rental, cash, and international transactions, which may be subtracted from your available balance, even though the transaction may not yet be sent to us for payment from your account, which we must honor if sent at a later date. This can result in what is commonly referred to as “Authorize Positive, Settle Negative”, which can result in an overdraft if other transactions draw your account negative before final payment. Since we do not know all transactions you may enter into, we have to rely upon you to manage your account in order to avoid an overdraft.

As otherwise explained in this Agreement, 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 may continue to hold the funds as originally authorized by you for an extended time period. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit/check card when checking in at hotels or renting cars (which are only examples of common sources of such holds/authorizations). It is important for you to monitor the transactions you make/authorize. If we authorize a payment that does not settle until a later date, and at that later date, there are insufficient funds available due to other transactions and/or account activity in the interim, you may incur Non-sufficient Funds ("NSF") fees, No Bounce Courtesy Pay overdraft service fees, overdraft protection transfer (from savings) fees, as applicable, as listed in our Fee Schedule, as a result.

For example: You have an Actual Balance of \$75 and an Available Balance of \$75. You swipe your debit card at the grocery store and an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your available balance by the amount of the authorization which is \$25. Your Actual Balance would still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Actual Balance will be reduced by the amount of the posted transaction and both your current and available balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the Actual Balance may be greater), you may overdraw your account since transactions are posted against the Available Balance. This may cause your account to incur Non-Sufficient Funds (NSF) fees, No Bounce Courtesy Pay overdraft service fees, overdraft fees, and/or Returned Item fees. To know the Available Balance, you may verify your list of outstanding transactions against digital banking. It is important to understand the order in which your transactions are paid as explained in **Section 8 "Transactions from Your Account(s)"** to avoid making transactions that exceed your Available Balance.

We use your Available Balance to determine when your account is overdrawn prior to assessing NSF fees or Courtesy Pay fees depending on if you are opted into the No Bounce Courtesy Pay overdraft protection service. The following is an example of a transaction using No Bounce Courtesy Pay Overdraft Service: Your Actual Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase, so the merchant requests an authorization, and a hold is placed on the \$70. Your Available Balance is now \$30. Your Actual Balance still shows as \$100. Before the merchant sends the transaction to us for payment, a \$35 check you wrote clears your checking account. Because you only have \$30 available when the check is presented, your account will be overdrawn by \$5, even though your Actual Balance shows \$100. In this case, we may pay the \$35 check, but you will be charged a No Bounce Courtesy Pay overdraft service fee, even though your Actual Balance exceeds the amount of the transaction. The fee will be deducted from your account, further reducing your Available Balance. Therefore, when the merchant requests payment for the \$70 debit card transaction, your Available Balance no longer has sufficient funds to cover it. This will result in a No Bounce Courtesy Pay overdraft service fee for the \$70 transaction, even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

The Credit Union may return debits (ACH payments and other transactions) submitted for payment against your checking account if the amount of the debit exceeds the funds available in the checking account. Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Fee Schedule for each returned debit item. The merchant that submitted the original debit may resubmit the debit for payment, even if we have previously returned the debit for insufficient funds. If the resubmitted debit exceeds funds available in the checking account, the Credit Union will, again, return the debit, resulting in an additional NSF fee, meaning you may be charged multiple NSF fees for a single debit transaction that has been returned for insufficient funds multiple times. When you authorize a merchant to process a payment from your account, the merchant may present the transaction multiple times, and in various ways, in an attempt to receive payment.

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

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

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

**“Transaction or 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. A single item or transaction can be subject to multiple fees based on factors beyond our control. For instance, when you authorize a merchant to process a payment from your account, that merchant may present the item or transaction multiple times and in various ways when payment is declined (such as for Non-Sufficient Funds (NSF)). There is no way the Credit Union can identify such actions by the merchant you authorized. 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.”). We are not obligated to follow any other instructions.

- 3. Compliance with Laws and Inappropriate Transactions or Account Relationship:** You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. **Restrictions on Accounts:** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to “Money Service Businesses”, “Internet Gambling Businesses” and “Marijuana-related Businesses”, or other businesses that we determine violate the limitations in this Section. By way of illustration: “Marijuana-related Businesses” are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) 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 Marijuana-related business.

**Limitations on Account and Services for Members who Reside in Non-US Countries or Territories; or in Certain US States:** 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 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 under non-US laws, rules or regulations or related to the laws of a state where we do not maintain a physical presence.

**Virtual Currency.** We do not honor account transactions utilizing any type of virtual currency (crypto-currency) services and/or transactions. Prohibited transactions utilizing virtual currency include, but are not limited to: (i) wires (incoming/outgoing), (ii) ACH transactions (incoming/outgoing), (iii) ATMs transactions or currency (iv) credit or debit card transactions.

**Monitoring.** We monitor accounts and transactions for prohibited activity. If prohibited or suspicious activity, or unsatisfactory account handling is detected, we will review the account and take action by either limiting account services or closing the account. (Refer to Termination or Restriction of Account(s) and Service(s)).

**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 and/or 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 or 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, face masks are prohibited, unless recommended by official health agencies mentioned above or if medically required. If a mask is medically required, all persons may be asked to temporarily remove it before being assisted for identification purposes. If you feel you cannot remove your mask temporarily for identification in an office, 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 offices.
- 4. Taxpayer Identification Numbers (TIN) and Certification and Identification:** Pursuant to the 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, including photographing, video recording and providing fingerprints or other biometrics.
- 5. Credit Union's Right to Investigate:** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), 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 user's access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.
- 6. Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media:** To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements 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, 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.
- a. Privacy and Confidentiality:** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under Paragraph 21 of this Agreement. The Credit Union's general privacy policy is provided at the end of this Agreement.
- 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.
- 7. 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, or 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. 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. 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 ONLY – Family Trust Federal Credit Union" under your endorsement, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated account with the Credit Union. All other items may be deposited by alternate methods such as in person.
- b. Substitute Checks:** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
- c. E-Checks:** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us, if accepted by 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 endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.
- d. Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or by 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 Non-sufficient Funds Items ("NSFs") that you must pay to us if we incur any loss in seeking to collect such items for you.
- e. Direct Deposits:** You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. **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.

- f. **Multiple Payees:** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).
- g. **Final Payment:** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose fees set forth in the Fee Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.
- h. **Checks from Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink:** The Credit Union approves the vendor(s) 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-printlines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

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

**a. Payment Order of Your Transactions:**

**How do we process (post) transactions to your account?**

To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your account. In this case, when multiple items are received at once, the items will be paid as follows:

1. Checks are paid in the order presented.
2. ACH items in each presentment file post credits first, then debits. ACH items are paid as presented.
3. ATM/POS items are paid in the order they are presented.

Transactions conducted in person, such as withdrawals and checks cashed at a branch location, are generally deducted from your account at the time they are presented. **Why this is Important to You:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item, creating an overdraft, or return the item for Non-Sufficient Funds (NSF). The fees for overdrafts and NSFs are disclosed in our Fee Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or authorizing drafts without sufficient funds in your account, causing you to incur the resulting fees. **Third Parties:** You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, third parties have full control over the amount of a transactions they present for payment based on your agreement or relationship with them, and they may code transactions as recurring or non-recurring, which may affect the payment order of transactions and the resulting application of any overdraft protection or courtesy pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties, and agree that we may rely upon such coding in processing all transactions and services for you. **"Multiple presentments":** 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 or Non-Sufficient Funds (NSF) fee even though it may be for a repeat presentment.

**IMPORTANT INFORMATION ABOUT FEES:**

Fees may be assessed with each item paid into overdraft or returned unpaid as Non-Sufficient Funds (NSF) subject to the following:

- Multiple “presentments”: Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. These multiple presentments by other parties may further overdraw your account balance. Each presentment will be charged a separate overdraft fee even though it may be for a repeat presentment.
- As applicable, the fee for a single overdraft protection transfer will be assessed when we need to transfer funds from your linked account(s) to your checking account, but only if the transfer helped you avoid at least one overdraft or returned item fee. Likewise, the amount of funds advanced as an overdraft protection transfer from a credit card is subject to accrue interest, but only if the transfer helped you avoid at least one overdraft or Non-Sufficient Funds (NSF) fee.
- No Bounce Courtesy Pay overdraft service fees will not be assessed on ATM and everyday (one-time) debit card transactions unless you have opted-in to the No Bounce Courtesy Pay overdraft service.
- The merchant informs the Credit Union if a debit card transaction is a one-time or recurring transaction. A Non-Sufficient Funds (NSF) fee, No Bounce Courtesy Pay overdraft service fee or overdraft protection transfer fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
- A No Bounce Courtesy Pay overdraft service fee will not be assessed if the overdrawing transaction is less than \$5.00.
- We limit the number of No Bounce Courtesy Pay overdraft service fees charged per business day as follows: For consumer accounts, we will charge no more than five (5) per day.

Any No Bounce Courtesy Pay overdraft service fees or Non-Sufficient Funds (NSF) fees assessed are deducted when the item or transaction is presented for payment from your account.

- b. Restrictions on Withdrawals from All Accounts / Transactions:** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. 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 person or a legal document, which meets our requirements. 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. **Closing Accounts:** When either you or the Credit Union closes 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 or us 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 matters are cleared any remaining funds will be paid to you.
- c. Transaction Limitations for All Share Savings and Money Market Accounts:** During any calendar month, from a Money Market Account, or during any calendar quarter from a Share Savings Account, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of an in-person withdrawal, at an ATM, or by telephone if the withdrawal is mailed to you in a check. You may make an unlimited number of withdrawals from these accounts by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any excessive withdrawal limitations are set forth in the Fee Schedule. There is also no limit on the number of transfers you may make to any loan account(s) with us.
- Account Reclassification:** The Credit Union uses an account monitoring program pursuant to the requirements of Regulation D, which determines if accounts exceed the transaction limitations stated herein, and whether accounts subject to required reserve requirements can be reclassified to a non-reserve status and vice-versa.

Upon reclassification your existing account(s) will earn dividends, if any are paid, at the rate applicable to the account classification assigned and otherwise be subject to all terms and conditions herein for the classification assigned.

- d. **Term Share Certificates:** Any term share certificate, certificate or share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, the Account Rate Sheet, the Fee Schedule, and any account receipt or certificate, which are incorporated herein by reference.
- e. **Checking Accounts:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form of a vendor(s) approved by us, or 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 as set forth in Paragraph 8, even if paying a particular check or item results in an insufficient balance in your account that otherwise could have paid one or more other items 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.
- f. **Check 21:** Check processing is getting faster as banks process checks “electronically.” We are required by law to provide the notice in the following section (“Substitute Checks And Your Rights”), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

**Substitute Checks and Your Rights:** What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use the substitute check as proof of payment just like the original check. Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew 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 fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the 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.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at the Phone Number set forth in the Account Rate Sheet and Fee Schedule or write to us at Address in the Rate Sheet and Fee Schedule. 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:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. 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.

**g. Non-Member Check Cashing:** You agree that we may impose a fee as set forth in the Fee Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our discretion, limit the locations at which we will cash checks written on your account payable to non-Credit Union account holders (A request that the Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement.) Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.

**h. Temporary Holds and Authorizations for Amounts in Excess of Transactions:** To facilitate certain transactions you make, temporary holds may be placed 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 three (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 in your account for you to use 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 may continue to hold the funds as originally authorized by you for an extended time period. In order to avoid problems associated with authorization holds, **we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such authorization holds).**

**i. International ACH Transactions:** You acknowledge that in the event an International ACH Transaction (“IAT”) 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 may be delayed pending our review of the IAT, and may be rejected or blocked under applicable OFAC rules. You also acknowledge that we may be required to reject or block the IAT under the OFAC rules. You agree that any delay described in the forgoing 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 is delayed rejected or blocked, we will provide the account holder notice as may be required by the NACHA rules, OFAC rules, or other applicable laws and regulations.

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

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC);
- Would violate any applicable provision of any risk control program or applicable rule or regulation of any 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 under the terms of this Agreement and all laws and regulations applicable to the availability of funds held in deposit accounts and otherwise.

**k. 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 documents 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. (Also see the section titled “Check 21” above). To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the section on ENDORSEMENTS herein or in your Mobile or Remote Deposit Capture Agreements.) You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check,

whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Fees as set forth in the Fee Schedule may also apply.

- 9. Collection Items:** We may accept certain items on a collection basis only. We route and process collection items separately from other deposits. We will only credit your account for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentation of a collection item, we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the Fee 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.
- 10. Account Rates and Fees:** Fees applicable to all accounts and account services are set forth in the Fee Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or in the Fee Schedule. You agree that we may change the Account Rate Sheet, Fee Schedule and Account Access At-A-Glance Disclosure at any time, upon proper notice, if required by law.
- 11. 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 a stamp/facsimile signature, electronic signature, access device or biometrics, 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/facsimile signature.
- 12. Account Access:**
- a. Authorized User(s):** All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority, or the means to access your accounts or other services, shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.
  - b. Access to Account Information:** You agree that all owners, borrowers and authorized users, or otherwise, 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 it's possible that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.
  - c. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others:** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligation, refinancing, sale, trade, transfer, exchange or transaction. 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 "payoffs". This may include account numbers and information necessary to process payments.
  - d. Access to Third Parties:** When you give another party access to your accounts or account information, you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.
  - e. Third Parties:** To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.
- 13. 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/agent 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/agent, 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/agent 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/agent 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 of Attorney, we may continue to recognize the authority of your attorney-in-fact/agent 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.

- 14. Overdraft and Overdraft Protection:** An overdraft occurs when you make or authorize any transaction that exceeds the available balance in any account with us that you access by check, electronically, or otherwise that we pay, or if we impose a fee, exceeds the available balance in your account(s). Unless you have an approved overdraft protection agreement with us, you agree not to cause any overdraft on any of your accounts.

**Overdraft Protection:** This is an optional service you can add to your checking account by linking an eligible account(s) (e.g., savings or credit card). We will use available funds in your linked account(s) to authorize and/or pay your transactions if you don't have enough money in your checking account. An Overdraft Transfer from Savings fee, as set forth in the Fee Schedule, will be assessed when transferring from a linked account. If you link more than one account, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from a linked savings account:** If the available balance in your savings account is enough to cover the overdraft (plus the Overdraft Transfer from Savings fee), we will transfer the amount needed. The Overdraft Transfer from Savings fee will be charged to your checking account.
- **Advances from a linked credit card:** If the available balance in your credit card account is enough to cover the overdraft, we will advance the amount needed. You pay interest for the amount of money you borrow rather than a per-transaction fee (see your Credit Card Agreement for specific details).

**“No Bounce Courtesy Pay” Overdraft Service:**

**What is No Bounce Courtesy Pay Overdraft Service?** This optional overdraft protection service allows the Credit Union to approve (at our discretion) your transaction(s) if you do not have enough money in your checking account or in accounts linked for overdraft protection at the time of the transaction. With this service, transactions may be authorized and paid at the Credit Union's discretion and a No Bounce Courtesy Pay overdraft service fee may apply. If you make a covering transfer or deposit (subject to the Credit Union's Funds Availability Policy) by the posted cutoff time, as listed on the Fee Schedule, on the same business day as the transaction no fees are assessed. The following types of transactions may be paid by No Bounce Courtesy Pay:

- **Check, ACH and Recurring Debit Card Transactions:** This optional overdraft protection service can be used to pay your checks and other transactions made using your checking account number, ACH transactions and recurring debit card transactions. Each item paid will be assessed a fee. You must qualify for No Bounce Courtesy Pay; however, enrollment is not required if you meet eligibility requirements. Additionally, you have the option to opt out of this service.
- **ATM Transactions and One-Time Debit Card Transactions:** This optional overdraft protection service can be used to pay your ATM and one-time debit card transactions. Each item or transaction paid will be assessed a fee.

No Bounce Courtesy Pay overdraft service can be added or removed at any time. No Bounce Courtesy Pay is not available for certain accounts, such as savings accounts, money market accounts, Fresh Start checking accounts or Business Accounts. No Bounce Courtesy Pay is a discretionary service that may be removed by the Credit Union for a variety of reasons including excessive overdrafts or returned items.

**Important:** If No Bounce Courtesy Pay overdraft service is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for overdraft protection to cover a transaction:

- We will return your checks and ACH transactions and assess a Non-Sufficient Funds (NSF) fee. Also, you could be assessed additional fees by merchants.
- We will not authorize and pay ATM and one-time debit card transactions with the overdraft service. There are no

fees for declined transactions. If you have declined the overdraft service and your ATM or one-time debit card transaction creates a negative balance during posting, you will not be assessed an overdraft service fee.

- If a transaction is authorized when your account has sufficient funds to cover the transaction, but when presented for payment, your account does not have sufficient funds, we will pay the transaction, causing your account to overdraft, and you will be assessed a Non-Sufficient Funds (NSF) fee.

**What is your responsibility if your account has an overdraft?** If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance. If you fail to bring your checking account to a positive balance, we will close your account. Also, we may report you to consumer reporting agencies and initiate collection efforts.

**General Terms:** You agree that the Credit Union may also 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 protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

**15. Postdated and Stale Dated Drafts:** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Fee Schedule. 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.**

**16. 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 instrument. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to an employee of the Credit Union. 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 instrument. Only the person placing the SPO may release the SPO. 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.

If you provide written confirmation, your SPO will be effective for a period of six (6) months. Alternately, the Credit Union, in its sole discretion, may confirm any oral SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request as described above.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; (4) if you fail to provide us with complete or accurate information; (5) or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order. If available, any stop payment order we receive by electronic mail or by similar means shall be treated as an oral order.

**Insufficient Funds:** 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 a Non-Sufficient Funds (NSF) item rather than the service charge for a stop payment order.

**Official Checks:** If you seek to return any Official 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 reimbursement may not be made for 91-days for the date issued.

- 17. Legal Process and Other Adverse Claims:** Should we receive any legal process, or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source of the process; and/or comply with any specifically applicable laws in addressing the process. Any process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Fee Schedule.
- 18. Statements:** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement, describing all activity on your account(s) during the statement period as required by law. Mortgage and credit card statements may be provided separately from your periodic statement(s). If you have a multiple party account, we are only required to provide one periodic statement to any of the account owners identified on the Signature Card. If provided electronically, you will be sent a notice via e-mail that will direct you to a site where you may access your statement as previously agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. For checking accounts, you understand and agree that, when processed by us or our agent(s), the original check or other instrument becomes our property and will not be returned to you. We have no obligation to retain the originals of any checks or other documentation. Copies may be retained by us, our agent, or another payable through institution, which may be available to you for a fee as set forth in the Fee Schedule. You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the time described in this section. 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.

**YOUR DUTY TO EXAMINE 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 AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) 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 affidavit of forgery on the 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.

- 19. Change of Name or Address:** You will promptly notify us of any change of address or your name, including your email or other electronic address by: (1) writing us at the address set forth in this Agreement or in the Account Rate Sheet and Fee Schedule, as applicable; or (2) via the Credit Union's secure web site (the portion of the site you may access after entry of your username and password or PIN). In the absence of such notice, any mail, disclosure or notice to you at any address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the 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 determine your current address; 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.
- 20. 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, as 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 an inactive account, which is generally the failure to transact any business on an account for the period set for in the Fee Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth in the Fee Schedule for processing your dormant account ("Abandoned Property / Dormancy Processing Fee"). Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.
- 21. Termination or Restriction of Account(s) and Service(s) and Standards of Conduct and Behavior:** The Credit Union is committed to delivering exceptional products and services to members. To that end, our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members or individuals present on Credit Union premises or at Credit Union functions. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper, disruptive or abusive conduct," and also addresses other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You 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.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability regarding outstanding debts, items or transactions. 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 or any account or service, including any card rewards program, for cause based on any of the circumstances defined in this Agreement, without advanced notice to you. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, regarding any of your account(s) or service(s), including but not limited to loan services, place a freeze on any sums on deposit for reasons outlined in this Agreement, or require you to close your account(s)/service(s) and apply for a new account(s) if: (1) there is a request to change the owners or authorized users; (2) there is 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 share drafts that are lost or stolen; (5) there are returned unpaid items or transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy or 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 in possession of weapons of any kind on Credit Union premises, excluding on-duty law enforcement officers or security officers; (21) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; or (22) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, such as using 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; and (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 a certain period of time, which we will determine, and may change, from time to time.

**Notice on Actions We may Take Upon Termination as Set Forth Above:** We, on our own accord, may place a stop payment on any share draft, 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. Accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

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

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

**22. Statutory and Consensual Liens on Shares: By signing a Signature Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares 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, fees, costs, expenses or any combination of 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, as applicable by law.**

**23. Right of Set Off:** You agree that the Credit Union at all times retains the common law equitable right of set off against shares 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, as applicable by law.

**24. Status Quo – Collateral Preservation:** You specifically agree that all shares on deposit 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.

**25. Telephone Requests; Recording Data/Communications and Consent to Communications from the Credit Union:** You agree that funds in any account(s) with us may be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution; however, 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, including digital and mobile banking, to conduct transactions, the information you enter may also be recorded. By using any services, you consent to such recording. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and/or third-party service providers to contact you regarding your account(s) with the Credit Union 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.

- 26. Cellular Phone Contact Policy:** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.
- 27. Information About Your Accounts and About You:** We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement, as permitted by any applicable laws, or when we are attempting to collect an obligation owed to us. **Surrender of Ownership or other status:** You understand and agree that voluntary surrender or other legal termination of ownership, rights or other status with regard to any account(s) shall terminate all relationships and contractual terms between the you and the Credit Union. This will include, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.
- 28. Right to Refuse Instructions/Orders:** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not in the best interest of the Credit Union.
- 29. Miscellaneous/Governing Law:** 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 South Carolina. 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 and/or third-party service providers. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website 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.
- 30. 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 of 10 days or more in advance of the effective date of any change shall be deemed sufficient.
- 31. Multiple Party Accounts:** Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept orders, instructions, and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of items/transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s), if allowed by us. We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said transaction(s). *Rights of Survivorship:* Unless your account card specifically indicates otherwise, you agree that it's

your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any joint (multiple party) account and if one or more of the joint owners dies, his or her interest in the account passes to the remaining joint owners; unless subject to our right of offset 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 outstanding obligations have been paid and required legal documents have been delivered to us.

**32. Payable on Death Designations:** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law, as documented on your Signature Card or other similar forms or documents. A POD account instructs us that a 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 Signature Card, and is 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 will make a check payable to the named beneficiary and deliver it to the person who presents themselves to be the parent or legal guardian of such beneficiary 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 38 below. Payable on Death accounts are "without rights of survivorship," meaning that 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 offset between us and the POD beneficiary. If more than one POD beneficiary is listed for one account, funds in the account will be divided equally.

**33. Minors Accounts:** As an account owner, we may make payments of funds directly to the minor without regard to his or her 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, if applicable. 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.

**34. Representative Payee, Custodial and other Fiduciary Accounts:** The representative payee agrees to be bound by the terms of the account agreements and to furnish us, upon request, a copy of the written SSA authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate. In opening a representative payee account, the Credit Union acts only as a depository for the Beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee. The representative payee agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the representative payee.

The Credit Union may open other accounts pursuant to a court order or facilitate your request for a trust, custodial, probate or other acceptable 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, trustee, custodian or in some other fiduciary capacity must be designated to us as such on the 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.

**35. Club Accounts:** The Credit Union offers club account(s) to help you save for various purposes. At the end of the club account period, you authorize the Credit Union to pay the balance into your account by depositing the balance into any account designated by us or 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.

**36. 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.

**37. "E-Mail" and Facsimile Communications:** You acknowledge and agree that the internet is considered inherently insecure. Therefore, should you undertake to communicate with us via general email, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for notices, statements or other information provided by us at any time. The Credit Union may not immediately receive e-mail communications that you send. Although we may use general email as provided herein, we reserve the right to require any notices from you be submitted to us in writing; and we may refuse to send certain information through unsecured e-mail communications.

**38. Liability; Disputes and Costs and/or Fees:**

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

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

If you or any representative or purported representative submits to us any instructions or requests ("instruction") based on a legal document including but not limited to a Power of Attorney, Court Order, Appointment or Trust 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 accounts, or we are uncertain who is entitled to access an account or the funds in an account ("disputes"), you agree that we may hold the funds in the account and may not release the funds in the account 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.

**39. 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 way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

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

**What does "Claim" Mean?**

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort or otherwise and whether for money damages, penalties or declaratory or equitable relief) by either you or the Credit Union against the other; or against any employee, agent or volunteer of the other, arising from or relating in any way to this Agreement or any Agreements to which the Membership Agreement & Disclosures apply, in any manner (including any renewals, extensions or modifications) or any relationships between us.

**How Claims will be Resolved**

**JURY TRIAL AND CLASS ACTION WAIVER**

**AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.**

**AS PERMITTED BY LAW YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH AGREE THAT WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS ACTION OF JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER.**

You and we both agree that all Claims will be resolved in court by a judge without a jury trial, as permitted by law. However, if permitted by law, then instead of a trial by judge without a jury trial, any claim(s) will be sent to a judicial reference to be heard by a neutral individual (commonly referred to a "referee") which remains in the court system subject to the same rules of procedure, discovery, evidence and appeal. The judicial referee will generally be an active or retired judge or attorney with 10 or more years of experience, chosen by mutual agreement between you and the Credit Union. If we are unable to agree on a judicial referee, then thereferee will be appointed according to the procedure for appointment under applicable law.

The judicial referee, sitting alone without a jury, will decide questions of law and fact; and will resolve the Claim. This includes the applicability of the Resolving Claims Section and the validity of the Membership Agreement & Disclosures. Judicial reference will be governed by applicable laws of the state having jurisdiction of any Claim. If permitted by law the referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pretrial or trial proceedings in court, including but not limited to motions for summary judgement or summary adjudication. The decision that results from the decision of the referee will be entered as a judgment in the court that appointed the referee. You and the Credit Union both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

### **Limitation and Non-Severability**

Regardless of any other provision of this Resolving Claims Section, you and we both agree that the validity and effect of the jury trial and class action waiver may be determined only by a court or judicial referee as provided herein. You and we both have the right to appeal any limitation or invalidation of these waivers.

### **Rules of Interpretation**

Except as provided in the Limitation and Non-Severability clause above, if any portion of this Resolving Claims Section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this Section or any other part of this Agreement. If there is any conflict or inconsistency between this Resolving Claims Section and the other terms of this Agreement or any other applicable agreements, this Resolving Claims Section shall govern. If there is any conflict between this Resolving Claims Section and any other dispute provisions (whether it be for reference or any other form of dispute resolution), this Resolving Claims Section will prevail over Claims arising out of or relating to this Membership Agreement & Disclosures or other agreements or transactions referred to herein or contemplate by this Membership Agreement & Disclosures.

### **Jurisdiction and Venue**

Any action or proceeding regarding your account or this Membership Agreement & Disclosures must be brought in the state where the Credit Union maintains your account. You submit to the personal jurisdiction of that state.

## **ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES**

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

1. **Types of Transactions:** These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so). Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.
  - a. **Electronic Fund Transfers Initiated by Third Parties:** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.
  - b. **Direct Deposits:** You can arrange for direct deposits to your checking or savings account(s).
  - c. **Preauthorized Payments:** You can arrange to pay certain recurring bills from your checking or savings account(s).
  - d. **Electronic check conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
  - e. **Electronic returned check charge:** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.
  - f. **Account Access at Automated Teller Machines:** You can access your Credit Union accounts at Credit Union or affiliated ATMs through your applicable Credit Union cards (excluding prepaid cards). You may perform the following transactions at ATMs, if available:
    - Make cash withdrawals from your checking and savings accounts.
    - Make deposit to your checking and savings accounts associated with your card.
    - Transfer funds between accounts associated with your card.
    - Check the current balance of your linked checking, savings and credit card accounts.
  - g. **Purchases at Merchants:** You may use your Credit Union Debit Card to make purchases at merchants that accept Visa® worldwide. You may also use your Credit Union Debit Card to make purchases by entering your PIN at participating merchants, and you may get cash back with your purchase from a merchant if the merchant permits. Purchases made with your card will result in debits to the corresponding checking account. These transactions will be itemized on your monthly statement, including the merchant's name, location, the date of purchase and the amount of the purchase.
  - h. **Telephone Banking Transactions:** If we approve telephone banking (audio response) access for your accounts, you may access your accounts by using your telephone to enroll your account number and create an access code. You may use telephone banking to:

- Change your access code.
- Obtain account information related to any of your savings, checking, credit card and loan accounts regarding current balances, account history, savings dividend rates, loan interest, payoff amounts, and automatic deposits and withdrawals.
- Make transfers to or from your accounts or such accounts you have authorized in writing prior to such transfer request.
- Make loan payments from any savings or checking accounts to any loan account of yours.

You may also contact our Member Support staff by telephone during regular business hours, which are disclosed in the Account Access At-A-Glance Disclosure. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Member Support Department may monitor calls randomly.

- i. **Digital Banking:** If we approve you for the Digital Banking service, you may access your accounts through a supported device (computer, phone, tablet, etc.). You must enroll your account in Digital Banking through our website, and create a Username and Password to access your accounts. You may use Digital Banking to:
- Change your password.
  - Obtain account information related to any of your savings, checking, credit card and loan accounts regarding current balances, account history, savings dividends, loan interest, payoff amounts, and automatic deposits and withdrawals.
  - Make transfers to or from your accounts or such accounts you have authorized in writing prior to such transfer request.
  - Request advances on your personal or home equity line-of-credit loans and deposit the proceeds in any of your accounts.
  - Make loan payments from any savings or checking accounts to any loan account of yours.
  - After enrollment, use Bill Pay to issue checks for one-time or recurring payments.
  - Update contact information, such as address, phone number, and email address.

**Digital Banking Account Policy:** Digital Banking accounts which have not been in use for 12 months will be disabled. If you would like your Digital Banking account to remain active, log into your account at least once every 12 months.

Please reference the Electronic Consent Disclosure and Digital Banking Service Agreement for additional terms.

- j. **Other Electronic Transactions:** In addition to transactions initiated by using your Credit Union Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:
- Preauthorized transfer of funds between checking and savings accounts.
  - Preauthorized payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).

2. **Limits on Transfers:** The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions are described earlier in this Agreement and are listed in the Fee Schedule.
3. **Security:** For security reasons, there are limitations on the transactions that you may perform with any of your Credit Union Debit Cards or Credit Union ATM Cards. There are also limitations on the maximum withdrawal dollar amounts and number of transactions that can be performed per day, which are set forth in the Account Access At-A-Glance Disclosure. We may change these limitations based on periodic risk assessments, and we reserve the right to make such changes without notice to you. From time to time, transfer limits may also be subject to temporary reductions to protect the security of member accounts or transfer systems.
4. **Debit Card Transactions:** When you use your Credit Union Visa® Debit Card (Debit Card) for payment, the merchant requests the Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment. Amounts authorized by the merchant will not be available for you to use until after your bill is finally settled with such merchant. Due to prior authorization (promise to pay), if the debit card

transaction is presented for payment at a later date, we will pay the item regardless of your Available Balance, and you may incur an overdraft transfer or Non-Sufficient Funds (NSF) fee as a result of the preauthorized transaction.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was positive at the time the debit card transaction was authorized, you may be charged an Overdraft Fee. For more information on Available Balance please review Sections 2, 8 and 14 of your General Terms and Conditions above in this Agreement. Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

5. **Fees:** You may incur charges for electronic fund transfers in accordance with the information found in the Fee Schedule. The fees may be changed at any time, subject to our giving you any notice required by law. **ATM Surcharges:** When you use an ATM that is not a Family Trust ATM, you may be charged a fee by us (as listed on the Fee Schedule), by the ATM operator or by any network used to complete a transaction or inquiry.
6. **Using Your Card for International Transactions:** You may use your Credit Union Debit Card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to the Fee Schedule for Visa International Service Assessment cross-border fee ("international fee") information. We may block transactions in certain foreign countries. Call us at the numbers at the end of this Agreement or printed on the back of your access devices for more information. 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 a Visa International Service Assessment (cross-border) fee to those transactions. The Credit Union does not control how 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.

If you need to contact us about your card while outside of the United States, call us at the numbers in this Agreement or printed on the back of your card.

7. **Documentation. Terminal transfers:** You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15.00 or less. **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 call Credit Union 24-Hour Banking or visit our Digital Banking site at [www.familytrust.org](http://www.familytrust.org) to find out whether or not the deposit has been made. *Periodic statements.* You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access.
8. **Preauthorized Payments:** You can arrange to pay certain recurring bills from your checking or savings account(s). To confirm the completion of automatic transfers, payments and/or direct deposits, please log into digital banking, contact the Credit Union at 803-367-4100 or visit any Family Trust branch.

**Right to Stop Payment of Preauthorized Transfers:** To stop a preauthorized electronic payment or transfer, please contact us at the phone number listed in this Agreement and on the Fee Schedule. You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call. If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

9. **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. We will not be liable, for instance:
  - a. You do not have enough money in your account to make the transaction through no fault of ours.
  - b. The transaction goes over the credit limit on your overdraft line.
  - c. The terminal where you were making the transaction does not have enough cash.
  - d. The terminal or other system was not working properly, and you knew about the breakdown when you started the transaction.
  - e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
  - f. You have not properly followed instructions for operation of the ATM or system.
  - g. The funds in your account are subject to legal process or other similar encumbrance.
  - h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit

Union agreements.

- i. 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.
- j. The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

**10. General Rules for Using Your Access Devices:** You acknowledge and agree to the following:

- a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
- b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all transactions made by you or anyone else who used your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.
- c. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
- d. You acknowledge that your Access Devices remains the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agents upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- f. An Access Device may be issued to any member or joint owner when qualified under the rules, regulations, and bylaws of the Credit Union. Only one Access Device per account may be issued to each member or joint owner.
- g. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Fee Schedule. You agree to pay the Credit Union the fee in effect at the time of all replacement Access Devices that you request from us.
- h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provide for by law.
- i. The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
- k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
- m. The Credit Union cannot stop payment on any transaction made using your Debit Card.
- n. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
- o. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.
- p. Merchants and others who honor the Debit Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
- q. You understand that you must keep your savings and checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account(s), or upon our request.

**11. Termination, Amendment and Revocation of Access Devices:** Any Access Device issued by the Credit Union may be terminated amended or revoked without notice to you in the event that any of the following conditions occur:

- a. Overdrafts occur as a result of insufficient or uncollected funds.
- b. A transaction occurs which results in a monetary loss to the Credit Union.
- c. You have a loan delinquency with the Credit Union.

- d. Due to misuse, the Credit Union must close any of your savings or checking accounts.
- e. Special balance requirements, if any, are not met.
- f. Any other situation in which the Credit Union deems revocation to be in its best interest.

If notification of termination, amendment or revocation is required by law, notice will be mailed to you at the address shown on the Credit Union's account records, and it is your obligation to provide us with a current mailing address.

**12. Authorized Transactions:** We assume that all transactions performed with your ATM or Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. Furthermore, if you provide another person with the means to perform digital banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify the Credit Union that permission has been revoked, in which case the card and PIN and/or account will be deactivated.

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

- Do not keep your Credit Union ATM Card or Credit Union Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify Credit Union at the phone numbers set forth in the Account Rate Sheet and Fee Schedule that the person is no longer authorized to use your card or PIN.
- Notify the Credit Union at the phone numbers set forth below, also listed in the Account Rate Sheet and Fee Schedule, or visit any Credit Union branch, of the loss, theft or unauthorized use of your card or PIN.
- Notify the Credit Union at the phone numbers set forth below, also listed in the Account Rate Sheet and Fee Schedule, or visit any Credit Union branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify the Credit Union will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions.

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

**14. Consumer Liability for Unauthorized Transfers:** Tell us AT ONCE if you believe your ATM/Debit card 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 your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your ATM/Debit Card or PIN, you can lose no more than \$50.00 if someone used your ATM/Debit Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM/Debit Card or PIN, and we can prove we could have stopped someone from using your ATM/Debit Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your ATM/Debit Card or PIN has been lost or stolen, call 803-367-4100 (or 1-866-755-3537) or write to us at Family Trust Federal Credit Union, P.O. Box 10233, Rock Hill, SC 29731.

**Special Rule for Debit VISA® Purchases:** For Debit VISA® card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.00.

**15. Business Days and Daily "Cut-Off" Limits:** Please refer to the Account At-A-Glance Disclosure.

**16. Confidentiality:** We will disclose information to third parties about your account as permitted by law or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) if you give us your written permission; or (5) according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf.

**17. Error Resolution Notice:** In case of errors or questions about your electronic transfers, telephone us at 803-367-4100 (or 1-866-755-3537), write us at Family Trust Federal Credit Union, P.O. Box 10233, Rock Hill, SC 29731, 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. 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 decide to do this, 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, 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.

**18. Notice of ATM and Night Deposit Facility User Precautions:** As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Compare your records with the account statements you receive.
- Do not lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 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. 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.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- 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.
- We want the ATM and 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.

**19. 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 anytime you wish to opt-out of the VAU service or if you have any questions please contact us at the number in the Agreement, Account Rate Sheet or Fee Schedule.

## UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

- 1. Summary and Definitions:** The following rules shall apply to all wire transfer services provided by the Credit Union. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as “Fedwire” or “wholesale” wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association (“NACHA”). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures in this Agreement, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.
- 2. Services Available:** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.
- 3. Person(s) Authorized to Make Transfers:** We agree that you, any joint owner of an account, or any person authorized by a written instrument by you or any joint owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.
- 4. Security Procedure(s):** When a payment order is issued by an account owner, the Credit Union’s security procedure may involve the use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that the security procedures established hereunder which we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures 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 the Credit Union agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.
- 5. Time Limitations for Acceptance of Orders:** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the Account Access At-A-Glance Disclosure, as amended from time to time. Transfers orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.
- 6. Cancellation or Amendment of Transfer Request(s):** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not affected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

The Credit Union may terminate this agreement with or without cause by giving thirty (30) days prior written notice. Notwithstanding the foregoing, we may terminate this agreement immediately at any time if (1) we reasonably deem the Credit Union insecure; (2) you have breached this agreement; or (3) we become aware of information which may indicate illegal or improper transactions. In addition, we require thirty (30) days’ notice from you to discontinue a “recurring funds transfer” that was previously authorized by you.
- 7. Member Instructions Identifying Beneficiary or Financial Institution:** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identified a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary’s financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not

excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

- 8. Account Statements and Notices:** All transfers subject to this Agreement will be reflected on your periodic statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours.

You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

- 9. Method Used to Make the Wire Transfer:** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own Internet systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment of another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

- 10. Limitation of Credit Union's Liability:** In addition to any defense or exception from liability provided in this Agreement or applicable law, the Credit Union shall only be responsible for performing the funds transfer service provided in this agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or if we act with willful misconduct, which failure or willful misconduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care and without willful misconduct.

- 11. Your Liability to the Credit Union:** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provisions or inaccurate data by you.

- 12. Provisional Payment:** We may in our sole discretion give you a credit for Automated Clearing House (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

- 13. Choice of Law:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the laws and as provided in the operating rules of the National Automated Clearing House Association.

- 14. Fees:** We will charge you fees and you agree to pay for the services in this Wire Transfer Agreement as set forth in the Fee Schedule; and as otherwise set forth herein and in this Agreement.

## FUNDS AVAILABILITY POLICY

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

**Important Note: 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 Account Rate Sheet and Fee Schedule.**

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.

**DETERMINING THE AVAILABILITY OF A DEPOSIT – ALL ACCOUNTS:** The day funds become available is determined by counting business days from the day of your deposit. 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.

If you make a deposit at an ATM before our "cut off" time 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 our "cut off" 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. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

**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 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 availability is subject to the rule in the section titled **Longer Delays May Apply**.

**Note -- ACH Transfers:** 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 first 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. However, the funds that you transfer by wire or ACH to your Credit Union account from your account at another institution cannot be wired out of your Credit Union account to a non-Credit Union account until the third business day after the day we receive the deposit.

**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 on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

**Paper Checks:** 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 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 of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (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 next business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**DEPOSITS AT AUTOMATED TELLER MACHINES. 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.

#### **LONGER DELAYS MAY APPLY**

**Safeguard Exceptions.** In addition, 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.
- "Large Deposits" -- You deposit checks totaling more than \$5,525 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.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS:** If you are a new member, the following 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 (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 deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 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 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. 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 next business day after we receive your deposit.

**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.

**OTHER ACCOUNTS:** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

**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 Agreement. 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 institution 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.

#### **SPECIAL RULES FOR TIME PERIOD ADJUSTMENT FOR WITHDRAWALS BY CASH OR SIMILAR MEANS:**

The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$450.00 or such greater amount as required by annual adjustments to Regulation CC will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

## TRUTH-IN-SAVINGS ACT DISCLOSURE

### SHARE AND CHECKING ACCOUNTS

- 1. Rate Information:** The dividend rates and Annual Percentage Yield ("APY") on your accounts are set forth in the Account Rate Sheet. The dividend rates and APY may change each dividend period as determined by the Credit Union's Board of Directors.
- 2. Compounding and Crediting:** Dividends will be compounded and will be credited as set forth in the Account Rate Sheet. The Dividend Period ("period") for each of your accounts is set forth in the Account Rate Sheet. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.
- 3. Balance Information:** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Account Rate Sheet. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in your account for the Period. The average daily balance is calculated by adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period. **Accounts with Minimum Balance Requirements:** If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Account Rate Sheet, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.
- 4. Accrual of Dividends:** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g., checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
- 5. Transaction Limitations for All Share Savings Accounts:** Limitations are set forth in the first Section of this Agreement. **Additional Limitations for IRA Savings Accounts:** You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union fixed rate Regular Term IRA Certificate are allowed subject to applicable law, the minimum balance requirements, and any other restrictions applicable to the certificate Account.
- 6. Excessive Withdrawal Fees:** Share savings account transaction limitations and fees imposed for excessive withdrawals during a calendar quarter are set forth in the Fee Schedule.

### SHARE CERTIFICATE AND IRA CERTIFICATE ACCOUNTS

- 1. Rate Information:** The dividend rates and annual percentage yield ("APY") on your accounts are stated in the Account Rate Sheet and/or your Certificate Account Disclosure. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For fixed rate Regular Term Share Certificate and fixed rate Regular Term IRA Certificate Accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For variable rate Share Certificate and variable rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's Board of Directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Fees and withdrawals could reduce earnings. See Section 9 below regarding changes in terms and changes upon maturity.
- 2. Compounding and Crediting:** Dividends will be compounded and credited as set forth in the Account Rate Sheet. The dividend period ("period") for each account is set forth in the Account Rate Sheet. The period begins on the first calendar day of the period and ends on the last calendar day of the period.
- 3. Minimum Balance Requirements:** The minimum opening deposit required to open any fixed rate Regular Term Share Certificate or fixed rate Regular Term IRA Certificate Account is set forth in the Account Rate Sheet. You must maintain a daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Account Rate Sheet.
- 4. Balance Computation Information:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.

5. **Accrual of Dividends:** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g., checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a certificate account, it becomes principal. If you close your Certificate account before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.
6. **Transaction Limitations:** In addition to any other applicable limitations described in this Agreement, after a fixed rate Regular Term Share Certificate account is opened, you may not make deposits into the account before maturity, unless otherwise stated on the Account Rate Sheet. After a fixed rate Regular Term IRA Certificate account is opened, you may make additional deposits into the account before maturity; however, your deposits may not exceed the maximum allowed pursuant to applicable law, or as set forth in the Account Rate Sheet in any single calendar year. You may not make withdrawals of dividends from your account before maturity unless at account opening you arrange for dividend payments, if allowed by the Credit Union.
7. **Maturity Date:** Your account will mature on the date stated in your Certificate Account Disclosure or any maturity notice the Credit Unions provides to you.
8. **Early Withdrawal Penalties – All Certificate Accounts:** You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate Account Disclosure. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of one year or less shall forfeit an amount equal to up to 90 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of more than one year shall forfeit an amount equal to up to 180 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence; or if your account is a fixed rate Regular Term IRA Certificate account and the account is revoked within seven (7) days after the Certificate Account Disclosure is received or when the owner qualifies pursuant to applicable law.
9. **Renewal Policy:** Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You will have a grace period of seven (7) business days after the maturity date to withdraw the funds in the certificate account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the certificate account will not be renewed. In the latter case, upon maturity, the certificate account will be transferred to a regular share account and receive earnings at the dividend rate then paid on regular share deposits. Upon renewal, the dividend rate will be the same that we offer on the new fixed rate Regular Term Share Certificates on the maturity date, which have the same term, minimum balance, and other features as the original certificate deposit. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. **Deceased Member Accounts:** If a member single owner or all owners of a multiple party account die prior to the renewal date, the certificate will not be renewed and will be transferred to the members' savings account.

We reserve the right to change the terms and dividend rates upon provision of any notice specifically required by applicable law. Such changes will be effective immediately if specific law does not require prior notice.

10. **Partial Withdrawal:** No partial withdrawal will be permitted at any time.

## COMMON FEATURES OF ALL ACCOUNTS

1. **Nature of Dividends:** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The dividend rate and annual percentage yield set forth in the Account Rate Sheet are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.
2. **National Credit Union Share Insurance Fund:** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
3. **Limitations on Maximum Shares Held by One Member:** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.

4. **Transfer and Assignment:** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.
5. **Fees and Charges:** The fees and charges set forth in the Fee Schedule may be assessed against your account(s).
6. **Par Value Requirements:** The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Account Rate Sheet. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account. The par value is not considered available for withdraw; and does not show in your available funds. The par value can only be withdrawn upon an express request from you, but is otherwise available for payment of your obligations to us and others.
7. **Transaction Limitation on All Accounts:** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

## PRIVACY POLICY

| FACTS   | WHAT DOES FAMILY TRUST FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?   |                           |
|---|--|---------------------------|
| 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?   | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income;</li> <li>• Account balances and transaction / payment history;</li> <li>• Credit history and credit scores.</li> </ul> <p>When you are no longer our member, we continue to share your information as described in this notice.</p> |                           |
| 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 Family Trust Federal Credit Union chooses to share, and whether you can limit this sharing.   |                           |
| Reasons we can share your personal information  | Does Family Trust Federal Credit Union share?  | Can you limit my sharing? |
| For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, and report to credit bureaus | Yes  | No                        |
| For our marketing purposes – to offer our products and services to you  | Yes  | No                        |

|   |   |                |
|---|---|----------------|
| <b>For joint marketing with other financial companies</b>   | Yes   | No             |
| <b>For our affiliates' everyday business purposes – information about your transactions and experiences</b> | No  | We don't share |
| <b>For our affiliates' everyday business purposes – information about your creditworthiness</b>             | No  | We don't share |
| <b>For nonaffiliates to market to you</b>   | No  | We don't share |
| <b>Questions?</b>   | Call (803) 367-4100 or 1-866-755-3537 or go to <a href="http://www.familytrust.org">www.familytrust.org</a> |                |

## What we do

|  |   |
|--|---|
| <b>How does Family Trust Federal Credit Union protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.   |
| <b>How does Family Trust Federal Credit Union collect my personal information?</b> | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money;</li> <li>• Pay your bills or apply for a loan;</li> <li>• Use your credit or debit card.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>  | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness;</li> <li>• Affiliates from using your information to market to you;</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p> |

## Definitions

|                        |   |
|------------------------|---|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Family Trust Federal Credit Union has no affiliates.</i></li> </ul>  |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Family Trust Federal Credit Union does not share with nonaffiliates so they can market to you.</i></li> </ul>  |
| <b>Joint marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include:</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include insurance, investment, and financial services companies</i></li> </ul> |

## Other Important Information

**Notices and "Joint Relationships."** Except where expressly required by applicable law, we will provide all notices to the person (member) listed first on any application, agreement or other relevant document with us. The notice will be mailed to the address noted for said person on the application, agreement or other document. If this person (member) has agreed to receive notices and disclosures electronically, then we can send all such notices and notifications, to the e-mail or Internet address provided by said person; or we shall post or otherwise give notice by posting a notice, providing a link or using such other electronic methods authorized under applicable laws and/or regulations. All joint owners, borrowers and guarantors agree to the receipt and sufficiency of any notice or notification sent according to this paragraph.

**Modification.** The Credit Union reserves the right to modify, change or amend this Privacy Policy and Agreement at any time without notice other than as expressly required by applicable law.

**What members can do to help.** Protect your account numbers, card numbers, PINs (personal identification numbers), and passwords. In particular, never keep your PIN with your debit card or credit card, as that makes you vulnerable in the event you lose your card or your card is stolen. Use caution in revealing account numbers, social security numbers, etc. to other persons. In particular, if a caller tells you he/she is calling you on behalf of the credit union and asks for your account number, you should beware. Legitimate credit union staff would already have access to that information. It's important that the credit union has current information about how to reach you. If we detect potentially fraudulent use of your account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

FAMILY TRUST

*Federal Credit Union*



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