



## MEMBERSHIP AGREEMENT AND DISCLOSURES

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# MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") covers the rights and responsibilities of both parties concerning accounts we offer. In this Agreement, the words "you" and "yours" mean anyone who signs a Membership and Account Application, Account Card, Account Update or Change Card, or similar document (collectively referred to as "Account Card"). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with us which you have an ownership interest. The word "savings" means any share account you have with us. The word "checking" means any share draft account you have with us. "Overdraft Governance Documents" means our written overdraft policies and procedures and the documents entitled, "What You Need to Know About Overdrafts and Overdraft Fees", "Founders Privilege Disclosure" and "What You Need to Know About Founders Privilege". "Actual Balance" means the total amount of funds in your account(s). "Available Balance" means the amount of the Actual Balance that is available for transactions (withdrawals, checks, debit transactions, online banking, or other authorized transactions). "Access device" means a card, code, or other means of access to your account, including but not limited to, a personal identification number (PIN), secure access code, or password, that may be used by you to access any accounts or services. "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 or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you 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 you fail to maintain the security of these Access Devices 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 Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy, Electronic Funds Transfer Disclosures, the Overdraft Governance Documents, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations, third party service agreements and other operating rules, regulations, and guidelines. It is the intent of this Agreement to provide disclosures that we are required by law to give you; to vary by agreement certain aspects of certain transactions that are permitted by law to be varied; and to establish terms and conditions of certain transactions that are not governed by any particular law or regulation.

By signing the Account Card and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Account Card; the Truth-in-Savings Rates and Fees Schedule (Rates and Fees Schedule); any Account Receipt or similar document; and Certificate, Certificate Summary or similar document; our Bylaws and policies; and any amendments to these documents from time to time which collectively govern your Accounts. All such documents are hereby incorporated by reference as if fully set forth herein.

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. These services and account access may also be suspended or terminated due to inactivity or nonparticipation as allowed by law. In any case, we shall not be liable to you in any regard in connection with such suspension of services.

## **DISPUTE RESOLUTION THROUGH MANDATORY ARBITRATION AND CLASS ACTION WAIVER**

### **READ THIS MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISION ("PROVISION") CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND THE CREDIT UNION HAVE AGAINST EACH OTHER WILL BE RESOLVED.**

Except as expressly provided herein, by opening or maintaining an account or membership with the Credit Union, you agree that any controversy, dispute or claim ("Claim") between you and us that arises out of or relates to your Agreement with us, your account, and/or the relationships of the parties hereto shall be resolved or otherwise settled by binding arbitration as follows:

- i. If the Claim relates primarily to your personal, family, or household accounts, the arbitration shall be under the AAA Consumer Rules in effect at the time the Claim is filed, however; the arbitration shall not be administered by the American Arbitration Association (AAA) and the arbitration proceedings shall take place before a single neutral arbitrator (except as set forth herein) who is (i) is an active or retired member of the Bar of the State of South Carolina, (ii) has been actively engaged in the practice of contract disputes in the jurisdiction in which the arbitration proceedings are to be conducted for at least fifteen (15) years, and (iii) has no attorney-client, familial, business, or pecuniary relationship to the parties or their affiliates; provided however, that such arbitrator shall not be required to be listed by the AAA as an approved arbitrator. The parties shall select an arbitrator that is mutually satisfactory to them (subject to the requirements set forth in this Section). If the parties are unable to agree on a single arbitrator, each of the parties shall designate one arbitrator (subject to the requirements set forth in this Section) and the two designated arbitrators shall not serve but shall jointly designate a third arbitrator (subject to the requirements set forth in this Section) who shall serve as the single arbitrator (and who shall hear the dispute and decide it). The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.
- ii. Arbitration shall take place in Lancaster County, South Carolina or the county closest to you in which we have a physical branch. The arbitrator's decision shall be final, binding and non-appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This section is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. This Provision shall survive the closing of your membership and the termination of this Agreement. No provision of this Agreement, nor the exercise of any right under this Agreement, shall waive the arbitration requirement.
- iii. "Us" for purposes of this Provision means the Credit Union; its affiliates; and any officers, directors, employees, representatives, agents, successors, and/or assigns of the Credit Union or its affiliates, whether past or present. "Us" also includes any third party providing services to you or us that arises out of or relates to this Agreement, your account, or the relationship between you and us, if and only if, such third party is named as a co-party in the Claim.

This Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement, your account, and/or the relationships of the parties, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. In any arbitration under this Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, any objections with respect to the existence, scope, or validity of this Provision, and all gateway issues of arbitrability.

If we cannot resolve any dispute informally, we each agree to resolve the dispute through binding arbitration (or small claims court) instead of in courts of general jurisdiction. Besides our right to sue in small claims court, we reserve the right to take judicial or non-judicial action to enforce our security interest in any collateral pledged for your loan, and to recover amounts due on the loan, so long as there is no dispute subject to mandatory arbitration. Our rights include but are not limited to repossessing collateral, executing on judgments, foreclosing on any mortgage, commencing wage garnishments, replevin, claim and delivery, right of offset or consensual lien on deposits, or similar rights we have under state and federal law. This means, for example, that if you stop paying your loan, we may repossess the collateral or sue you for payment without going through the arbitration process.

Additionally, notwithstanding the foregoing, this section is not intended to apply to Claims arising in connection with the Credit Union's extensions of consumer credit to "covered borrowers" as such term is defined in the Military Lending Act.

To the extent a court has jurisdiction as explicitly agreed to in this section, the courts with exclusive jurisdiction shall be the state and federal courts located in South Carolina, and the parties hereto expressly consent to the personal jurisdiction of such courts.

**THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO AND HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.**

**CLASS ACTION WAIVER.** Any Claim against the Credit Union must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly and hereby waive any ability to maintain a Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the courts with exclusive jurisdiction shall be the state and federal courts located in South Carolina, and the parties hereto expressly consent to the personal jurisdiction of such courts. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND HEREBY CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.**

**Disputes Subject to Arbitration:** You or we may elect to have Claims arbitrated rather than resolved in court. The term Claim means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your account. Claim has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any nonpublic personal information about you; (4) disputes concerning your application or other information you gave us before opening your account; (5) any account(s) you previously had with us; (6) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your account; (7) disputes arising from or related to any transactions in connection with your account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning any fees or charges relating to your account or this agreement (for example, Overdraft fees, non-sufficient funds charges, and safe deposit box rental fees), any products or services relating to your account (for example, ATMs and our online or member support services), and communication methods and practices we may use to service your account; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this agreement. However, this Provision will not apply to any Claim that was already pending in court before this Provision took effect.

If you became a member of the Credit Union on or before June 30, 2023 and opted out of this Provision in a timely and valid manner pursuant to the opt-out instructions provided at the time the Provision was introduced, you are not bound by this Provision.

This Arbitration Agreement does not apply to: (1) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (2) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

#### **APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS**

**Membership Eligibility; Application.** To open accounts at the Credit Union, you must qualify under our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one share (par value) in the Credit Union within one (1) month of admission to membership, which amount is set forth on the Rates and Fees Schedule, and maintaining at least that amount, in your regular savings account or other qualifying account. The par value is not considered available for withdrawal 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 or any account fees. In the event your regular savings account is reduced below the required par value, you will have 30 days to redeposit your par value to remain a member. If you fail to redeposit your par value within this timeframe, your membership may be terminated due to nonparticipation which includes failure to maintain par value. Your membership will terminate if you close this account. You agree to complete a Membership Application and you authorize us to check your account, credit, and employment history, and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for membership, to review for accounts and services you currently have or request and to take any collection action.

The Credit Union is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, our Bylaws, and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections. You are entitled to one vote regardless of the number of shares you own. Shares may be issued in the name of an individual, jointly, or in other ways (e.g. in trust, or in the name of a minor) in accordance with our Bylaws and policies.

**Member Identification Program.** To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from Identity Theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will require you to provide, and we will verify, certain information about you when opening an account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. This will include producing a government-issued picture ID. We may also ask for picture ID, passwords, PINs, or other means of identification and authentication whenever you initiate any transaction with us. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal.

You will also be required to provide a taxpayer identification number (TIN) or social security number, to be used for this purpose and for subsequent regulatory reporting. We may also request from time to time, and you agree to provide, additional documentation depending on the type of account or service requested. Failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may refuse or suspend opening your account. For non-resident aliens, we require a foreign TIN and certification of the foreign TIN before opening any dividend bearing account.

**Consensual Pledge of Shares; Security Interest; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze:** By signing the Account Card or any other deposit or loan agreement or similar document granting a pledge or security interest in your shares, and/or by accessing, using, or otherwise accepting any funds, accounts or services, you grant the Credit Union, and we impress, a lien on your shares in the Credit Union. You also grant the Credit Union a security interest in such accounts to secure payment of any deposit obligations you owe (e.g., overdrafts, fees, etc.) and any loan or credit card obligations you owe, as well as any expenses we incur in connection with your accounts and services, including reasonable attorney's fees. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze.

"Shares" and "share accounts" means any and all funds, regardless of the source of those funds, in any joint or individual share savings account(s), share draft account(s), club, certificate, P.O.D, revocable trust or custodial account(s) or any other account whether jointly or

individually held and whether your obligation under the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest.

You understand and agree that these rights allow us to apply the funds in your share accounts to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, and we can do so without any legal process, court proceeding or any notice to any owner of the share accounts affected hereunder or otherwise in this Agreement, unless applicable law so requires. **You specifically agree that we have the right to place an administrative freeze on any of your share accounts** subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple and we can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right to set-off.

**CROSS-COLLATERALIZATION:** Property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the Credit Union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, exceeding available funds as described and determined by our overdraft policies; fees; cost, expenses, reasonable attorney's fees, or otherwise. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

**CREDIT CARD ACCOUNTS:** IF YOU HAVE A CREDIT CARD ACCOUNT WITH THE CREDIT UNION, YOU SPECIALLY AGREE THAT THE SECURITY INTEREST, CONSENSUAL LIEN, AND CROSS- COLLATERALIZATION CLAUSES ALSO APPLY TO THAT CREDIT CARD AND THAT GRANTING THESE RIGHTS TO US IS A CONDITION OF OBTAINING THE CREDIT CARD ACCOUNT.

## TYPES AND OWNERSHIP OF ACCOUNTS

We offer a variety of deposit and transaction accounts for which you may apply, including savings, checking, and money market accounts which have no particular term or maturity date associated with them; and Certificates, which must be maintained for a particular amount of time. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in your Truth-in- Savings Disclosure; Rates and Fees Schedule; this Agreement; and other agreements that you may have with us. Ownership of the accounts may be held in a number of ways, such as individually, jointly, in trust, etc. Your account type(s) and ownership features are designated on your Account Card at the time you open the account.

Not all accounts or services may be offered at any given time. We may occasionally offer enhancements or additional benefits to certain accounts or services such as purchase awards or travel accident insurance or other features at no additional cost to you. These features are offered solely at our discretion and can be changed or discontinued at any time with no prior notice to you.

The following describes the types of accounts that are generally available at the Credit Union. All accounts may not be offered or available at any given time.

**Savings, Checking, and Money Market Plus Accounts:** You may open and close one or more savings accounts, checking accounts, or money market plus accounts, and may periodically deposit and withdraw funds from those accounts via access methods made available to you from time to time, including, but not limited to, share draft/checks, ATM Cards; debit cards; telephone; in person; online banking or internet; and electronic funds transfers ("EFTs") such as ACH, direct deposit, wire transfers, or preauthorized transfers. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; Overdraft Governance Documents; Truth-in-Savings Disclosure; Rates and Fees Schedule; EFT Agreement and Disclosures; and Wire Transfer Agreement.

**Certificate Accounts:** Certificate accounts have stated Maturity Dates, and funds in those accounts are subject to penalty if withdrawn prior to the Maturity Date. Exact terms of the particular account such as Maturity Date; Annual Percentage Yield; early withdrawal penalty fees; whether the account automatically renews; and other information will be provided at the time you open the account. If you maintain sufficient funds in the account for the full term in accordance with your Agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends on account earnings in accordance with this Agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the dividends that have accrued on the account but may be deducted from the principal, particularly if a sufficient amount of dividends to pay the penalty have not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal.

Unless otherwise stated when you open the account, an automatically renewing account shall renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The dividend rate applicable to the renewal term shall be that rate that is applicable to new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written instructions to the contrary or withdrawing funds after the maturity date on or within the time period disclosed on your Truth-in-Savings disclosure. If funds are withdrawn after the maturity date within the time period, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any dividends added to it for compounding will stop earning dividends on the effective date of the call.

If the account is not automatically renewing, no dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

**Club Accounts.** Club accounts are share accounts that help you save for holidays, vacations, or other special purposes. Club accounts are considered savings accounts and are subject to the same terms and conditions as provided in this Agreement.

**IRA Accounts.** IRA accounts are individual retirement accounts. These accounts may also be in the form of certificates or savings accounts. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible and/or tax- deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these accounts. You may be required to sign a separate agreement upon opening these accounts.

**Dividend-Bearing Accounts.** Some of the accounts available earn dividends while others do not. If the account is a dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Rates and Fees Schedule or similar document at the time you open your account. Members may receive a 1099-MISC or 1099-INT for dividends earned on qualifying deposits.

**Loyalty Select.** You agree that the Credit Union may open a savings account for you to receive deposits from loyalty programs offered by the Credit Union. The account ownership will mirror your regular savings account. If you qualify for these loyalty programs as defined by the Credit Union, deposits of dividends, earnings, rewards, or other savings programs may be made by the Credit Union to the account. Additionally, the Credit Union may define other programs that allow you to direct specific deposits of dividends, earnings, or rewards to the account; however, no other deposits are allowed unless specifically identified by the Credit Union. Members may receive a 1099-MISC or 1099-INT for dividends earned on qualifying Loyalty Select deposits. Withdrawals or transfers from the account may be made at any time. There is no limit to the number of withdrawals or transfers you can make from this account. Our payment of dividends on your account is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in the Rates and Fees Schedule. Fees applicable to this account, and all accounts and account services are set forth in the Rates and Fees Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Rates and Fees Schedule. Fees may reduce earnings. The account is subject to our right of offset and constitutes collateral for all

obligations owed to the Credit Union. You may close your Loyalty Select Account at any time. If you close your account before any dividend is credited, you will not receive the accrued but uncredited or unpaid dividends. If you sign up and are eligible for additional loyalty programs after the account has been closed by you, it may later be reopened by us in order to deposit your funds. Availability of each loyalty program is subject to transaction limitations or certain account types.

The following describes the types of ownership by which an account may be held.

**Individual Accounts.** An individual or single-party account is an account owned by one person, including an individual, corporation, trust, or other organization qualified for Credit Union membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or trust beneficiary, subject to other provisions of this Agreement and applicable law.

**Joint or Multiple Party Accounts.** An account owned by two or more persons is a multiple party account. Unless your Account Card specifically states otherwise, multiple party accounts are held in joint tenancy with the right of survivorship. This means that you intend and agree that the balance in the account, upon the death of any party to the account, shall belong to the surviving owner(s). A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

We reserve the right to require all owners to sign the Account Card. Any and each owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer funds into or out of the account, block, terminate, discontinue or close any account, except the regular savings account, cancel any service or access device, or pledge to us all or any part of the shares without the consent or knowledge of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may act on any or none of the instructions or, alternatively, we may suspend or terminate the account and require a court order or written consent from all owners to act. A joint owner may remove themselves from any account but cannot remove a primary owner or another joint owner.

Ownership rights and disputes involving the funds in your accounts are subject to your Agreements with us, and applicable state or federal law. 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. We shall not be liable to any owner if we in good faith act upon a valid court order from a court of competent jurisdiction. We will also not be liable if we in good faith refuse to act upon a court order or any instruction from any owner. All owners will be jointly and severally liable for any and all expenses, fees and costs, including reasonable attorney's fees, that we incur, in connection with any dispute regarding the account, regardless of whether the dispute is initiated by an owner or third party. By signing the Account Card, each of you authorizes us to take these expenses from any of your account(s) without prior notice to you.

If a deposited item in a multiple party account is returned unpaid, an account is overdrawn as determined by our Overdraft Governance Documents, or if we do not receive final payment on a transaction, all owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any fees or expenses that we incur, including reasonable attorney's fees, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any owner or against all funds in the multiple party account regardless of who contributed them and to what extent.

**Payable on Death (POD) Accounts.** A Payable on Death (POD) account is an instruction to us that a single or multiple party account so designated is payable to the owner(s) during their lifetimes and, when the last account owner dies, is payable to any named, living POD beneficiary. Sums payable to more than one surviving beneficiary shall be distributed equally to each beneficiary, and neither beneficiary shall be entitled to the other's interest upon that beneficiary's death. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which accounts are governed by a separate account agreement and beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary interest in any account, except as otherwise provided by law. Any owner may change any beneficiary designation upon written notice to us, on a form approved by us. If any POD beneficiary is a minor at the time the account(s) are to be paid to beneficiaries, then sums payable may be paid to the parent or legal guardian of the POD beneficiary or as otherwise allowed by applicable law. If all named POD beneficiaries pre-decease the owner(s), the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary, all sums payable shall be subject to any right of set off between us and the POD beneficiary.

**Accounts for Minors.** We require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts owing on such account. We may require the minor to sign the Account Card if they are so capable; otherwise, the adult shall sign the Account Card on behalf of the minor, as well as in their own capacity. We may pay funds directly to the minor without regard to their age. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. Once the minor reaches the age of eighteen (18), the account will convert from a minor account to a standard ownership account.

**Uniform Gifts to Minors Account (UGMA).** An account established under the Uniform Gifts to Minors Act (UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. You agree that the account may only be structured with one custodian, may include a successor custodian, and the account must include the beneficiary's social security number. A custodian will not be allowed to pledge the account as collateral for a loan. The account is governed by the applicable UGMA law adopted in the state in which the account is held. The minor to whom the gift is made is the beneficiary of the custodial property in the account and as such, the funds in the account belong to the minor. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety of any action taken by the custodian. If the custodian dies, we may place an administrative freeze on the account, until we receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide us with, and complete all, written documentation to our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. It is agreed that the custodian may be the minor's legal guardian, and if there is more than one legal guardian, we can accept orders and instructions from any legal guardian in accordance with applicable law. When the beneficiary reaches the age of 21, the funds may be paid or withdrawn by the beneficiary without further notice or action by us, and we will not be liable for any disputes arising from such withdrawal. The account will otherwise terminate and be distributed in accordance with applicable law.

**SmartStart.** A minor with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, or unpaid charges or other amounts owing on such account may open and close one or more SmartStart (savings accounts, checking accounts, or money market plus accounts), and may periodically deposit and withdraw funds from those accounts via access methods

made available to you from time to time, including, but not limited to, share draft/checks, ATM Cards; debit cards; telephone; in person; online banking or internet; and electronic funds transfers ("EFTs") such as ACH, direct deposit, wire transfers, or preauthorized transfers. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; Overdraft Governance Documents; Truth-in-Savings Disclosure; Rates and Fees Schedule; EFT Agreement and Disclosures; and Wire Transfer Agreement.

**Representative Payee, Trust, or other Custodial Accounts.** We may open accounts pursuant to any court order, trust agreement, or similar authority in accordance with your desire to establish an account for a trust, estate, custodial, or other fiduciary purpose. Because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The person acting as agent, guardian, custodian, personal representative, trustee or other fiduciary capacity shall be designated as such on the Account Card. Such designation is an instruction to us that the account owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. For these accounts, you appoint the designated representative listed on the Account Card as your attorney-in-fact to deposit or withdraw funds held in the designated account(s). Your agent has no ownership interest in the account(s) or voting rights in the Credit Union. You specifically agree that we are not liable for the misapplication of funds by your fiduciary. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative.

If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

**Organization or Business Accounts:** Accounts held in the name of a business entity, organization, or member for business or commercial purposes are subject to the terms of the Business and Organization Membership Agreement. If the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees as set forth in the Business and Organization Rates and Fees Schedule, or other requirements as disclosed in the Business and Organization Membership Agreement.

### TRANSFERS OR DEPOSITS TO YOUR ACCOUNT(S)

**Deposit and Collection of Items.** You may make deposits to any account, in any manner approved by us including, but not limited to, in person, by mail, by electronic transfer, direct deposit, or any other method made available, such as by night deposit box or Automated Teller Machine (ATM). We are not responsible for any deposit made by mail or through a depository not staffed by us until we actually receive the item. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. All transactions are subject to our Funds Availability Policy, Overdraft Governance Documents, and related applicable laws.

**Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization, we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day, subject to any applicable holds under our Funds Availability Policy.

**Liability.** In receiving and processing items for deposit or collection, we act only as your collection agent, and we assume no responsibility beyond our obligations of good faith and ordinary care. We exercise ordinary care if our actions or inactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account exceeds funds available for the transaction as described and determined by our Overdraft Governance Documents; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential or special damages, except liability for wrongful dishonor. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict will be resolved by reference to this Agreement.

**Substitute Checks and E-Checks.** You agree not to deposit any substitute check without our consent. We reserve the right to not accept any E-Checks. If accepted, you agree to indemnify us for all losses we incur in connection with any substitute check or E-Check you authorize.

**Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts even if they are not endorsed by all payees. If you fail to properly indorse an item, you authorize us to supply any missing endorsement, but we are not required to do so. We may require that certain government checks, insurance company items, or other check or draft be personally indorsed by each and all payees. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the trailing edge, although we may accept endorsements outside this space. You agree to reimburse us for any loss or expense we incur resulting from an irregular endorsement or other markings by you or any prior endorser.

**Charge-back; right of set-off.** All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. We may charge-back, or debit, your account for the amount of such items under the following circumstances: (1) if final payment is not received; or (2) if, within the normal handling period for such item, the item cannot be honored against the drawer's account; or (3) if a deposited item is returned to us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or (4) any other circumstances allowed by law. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits reflected on your statements shall be sufficient notice. We may charge-back your account regardless of whether the other financial institution returned the item before its midnight deadline. You further authorize us to pursue collection of previously dishonored items, and you acknowledge that this may permit the payor bank to hold an item beyond the midnight deadline. When charging-back your account, we may also charge your account with a return item charge and any collection fees or expenses, including reasonable attorney's fees. You acknowledge and agree that we may charge-back your account even if it causes your account to exceed funds available, as determined by our Overdraft Governance Documents and you agree to replenish the funds in your account and to pay any and all overdraft, return, or insufficient funds fees and charges. You specifically agree that we may exercise our security interest and right of set-off against any other share accounts that you have with us to recover any of these amounts.

**Foreign banks.** We reserve the right to refuse or return any item or funds transfer. Items drawn on an institution located outside the United States are handled on a collection basis only.

**Waiver of notice.** You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

## TRANSFERS OR WITHDRAWALS FROM YOUR ACCOUNT(S)

**Account Access; Honoring Items; Limitations.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an automated teller machine; in person; by mail; by automatic or preauthorized transfer, ACH, wire transfer or other electronic transfer; by telephone or online banking or bill pay services, or other means made available to you). If the transaction request is made by remote means such as telephone, we are not responsible for any request or order that we believe to be genuine; we can also refuse to honor such request or order if we in good faith do not believe it to be genuine or have reason to doubt the identity or authentication of the requestor. Your ability to transfer funds from your account is always subject to having sufficient available funds in the account(s), based on your Available Balance, and is subject to this and the other Agreements you have with us, including, but not limited to, the Funds Availability Policy and Overdraft Governance Documents. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction. If there are sufficient funds to cover some, but not all of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

The law permits us to pay items drawn on your account in any order, even if the order in which we pay items causes an overdraft. We generally pay items in the order we receive them. Our payment policy may cause your larger items to not be paid first (such as rent or a mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items presented. We may honor any item or instruction even if it creates an overdraft or negative balance in your account or if it violates any minimum balance requirement or other requirements of the account, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us. We may return as unpaid any item drawn on a form we do not provide or approve, and you are responsible for any loss we incur handling such an item.

**Payment Order of Items.** The order items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them. However, transactions such as ACH entries and checks are received in batch files and posted in the following manner: **We post each day's ACH credits first followed by ACH Debits, then checks. We post ACH debits and checks in the order they are received.**

Funds availability rules apply and funds deposited on a real time basis may not be made immediately available. See our Funds Availability Policy for details. Debit card holds for purchases conducted through the Card network post immediately. The transaction settlement may not post to your account hours or days after based on when the merchant submits them.

To process certain electronic transactions, we may place a temporary hold on your funds. We have no control over the other parties to the transactions or the commercial networks used in facilitating the transactions. It is your responsibility to make sure you have sufficient funds in your accounts to cover all transactions as set forth in our Overdraft Governance Documents, regardless of when those transactions may clear.

We may refuse to allow or delay transactions in some situations and will advise you accordingly, for example: (1) a legal garnishment or attachment is served; (2) the account secures any obligation to us; (3) required documentation has not been presented; (4) you fail to make payments on a loan that you have with us; or (5) there is a dispute between account owners; (6) any reason allowed by applicable Federal law and regulations or State law. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. 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.

You agree to release the Credit Union from any liability, claims, and demands which arise from your possession of any large sums of cash when you make a request for large cash withdrawals.

The Credit Union may refuse any check or other item drawn on your account or used to withdraw funds from your account if it is not on a form approved by us. The Credit Union approves the vendor(s) listed in the Rates and Fees Schedule for checking printing. 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. You acknowledge and agree that we have no responsibility or liability to you 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).

**Authorized Signature; Facsimile Signature Device; Forged Checks.** Your signature on the Account Card is your authorized signature for account access to and from your account(s). We are authorized to recognize this signature for the payment or transfer of funds, payment instructions, or other purposes relating to your account(s), but we may also allow transfers even without your signature. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. However, we are not required to check the signature for authenticity unless our internal policies and procedures require us to (e.g., if a check is written above a stated threshold amount), and you agree that failure to do so does not constitute failure on our part to exercise ordinary care. You may also authorize the use of a facsimile signature device and, if you have done so, we may honor any draft or other item that appears to bear your facsimile signature even if it was made by an unauthorized person, and we will not be liable for any issues arising from such honor. You are responsible for the use and safeguarding of the facsimile signature device, your checks, and your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature. We will not be liable if we honor an item that appears to be authorized by your signature, and you will reimburse us for any loss or costs (including reasonable attorney's fees) that we incur because the facsimile signature was used without your consent or because a counterfeit facsimile signature device was used. Nothing in this provision shall be construed to relieve us of our obligations to act in good faith and to exercise ordinary care.

**Third Party Account Access.** 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 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.

**Automated Processing of Items.** You acknowledge and agree that we have adopted automated collection and payment procedures which are standard and reasonable in the industry. This allows us to process a large volume of items efficiently. However, these automated procedures rely primarily on information encoded onto each item in magnetic ink and does not provide for personal inspection of the item by our staff ("site examination"). You agree that in paying an item, we may disregard all information on the item except that which has been encoded onto the item in magnetic ink, such as identity of drawee bank and amount of the item, even if that information is inconsistent with other information printed or written on the item. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for a sight examination of the item. You also agree to reimburse us for any loss or costs (including reasonable attorney's fees), that we incur because the item contained such extra information.



**Stale and Post-Dated Items.** We maintain the option to pay or dishonor any stale draft or check (i.e., more than six months old) upon presentation. You agree that we are not liable to you for charging your account before the indicated date on a properly payable but post-dated check unless you notify us in writing that you have issued a post-dated draft. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice, and it must provide the number of the check, its date, the name of the payee, the exact amount, and the account number on which it is drawn. You understand that the exact information is necessary for us to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. A written notice is effective for six (6) months and may be renewed in writing from time to time. 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.

**Overdrafts and Overdraft Protection.** An overdraft occurs when you make or authorize any transaction that exceeds the Available Balance in any account that you access by check, electronically, or otherwise that we pay or if we impose a fee that exceeds the Available Balance in your account(s) ("Overdraft"). Unless you have an approved overdraft protection agreement, you agree not to cause any overdraft on any of your accounts. If we decide not to pay an overdraft the transaction will result in an insufficient funds transaction and an insufficient funds fee (NSF). The NSF fee will be charged when an item is presented and returned. Represented items which can be identified as such, will only be charged once. Items we are unable to identify may be charged each time they are presented which may result in more than one charge for the same item. The Credit Union, in its sole discretion, may pay any overdraft via Founders Privilege or otherwise, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the Rates and Fees Schedule for any overdraft or any NSF. You agree to pay us promptly the amount of the overdraft as applicable together with the fee pursuant to the Credit Union's policies. If you fail to bring your account to a positive balance, we will close your account. Further, we may report you to consumer reporting agencies and begin collection efforts. You agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we may incur. The Credit Union has no obligation to notify you of any overdraft, any NSF, or charge that creates a negative funds balance in your account(s). 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 by our right to set-off. 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 for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may qualify 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. The Credit Union may close your account due to excessive overdrafts, as determined at the Credit Union's sole discretion.

**Stop Payment Orders.** You may request a stop payment order on any check or other written instrument (as defined by the Uniform Commercial Code) drawn on your account that has not been paid or certified. You may call us to request a stop payment, but to be binding, we may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

A verbal stop payment order is valid for only fourteen (14) days, unless we receive a written confirmation thereof. A written stop payment order on a check that is not converted to an ACH transaction is valid for only six (6) months unless it is renewed by you by an additional written request. For all other transactions, stop payment orders do not expire.

Fees for stop payment orders will be imposed and are set forth on the Rates and Fees Schedule. You may not stop payment on any cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by us unless the item is considered lost. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**ACH and Wire Transfers.** This provision applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. (e.g., wire transfers). You authorize us to transfer funds according to your instructions ("payment order") to and from your designated account(s), or to and from another financial institution. You also authorize us to charge your account for any related fees or service charges. We may require that transfers follow certain security procedures. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When processing a payment order, payment may be made based solely on the account number provided in the payment order, even if that account number identifies a beneficiary other than the one that you name in the payment order. Similarly, if the payment order identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided. We may also pay wire transfers received by us for your benefit based solely on the account number. We may refuse to accept or execute any payment order, or an amendment or cancellation thereof, and we shall be deemed to have accepted a payment order or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a payment order if (1) the designated account(s) does not contain sufficient available or collected funds as determined by our Overdraft Governance Documents; (2) the account number that you provide on the payment order does not correspond to any known account with us; (3) the payment order is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the payment order. All transfers shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances



beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a payment order or related obligation. In no case shall we pay attorney's fees or other legal expenses incurred in connection herewith. If we become obligated under Article 4A to pay dividends to you, you agree that the rate of dividends to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account to which the funds transfer was made. If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, you will receive a receipt and disclosures regarding the transfer, including your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risk associated with your wire transfer request; and (b) we will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

**Choice of Law.** We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association. We may close or terminate accounts or services which we believe violate your obligations under this Section.

#### **OTHER RULES APPLICABLE TO YOUR MEMBERSHIP AND ACCOUNTS**

**Illegal Transactions.** You warrant and agree that you will not use any Credit Union services or loan or share accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process or may be required by Federal Reserve Reg GG to refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or which is a restricted transaction under Reg GG, and will not be liable to you for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable. We may close or terminate accounts or services which we believe violate your obligations under this Section.

**Transactions involving Cryptocurrencies.** We may block transactions involving cryptocurrencies.

**Restrictions on Accounts.** We do not offer services to Money Service Businesses, Internet Gambling Businesses, Marijuana Related Businesses, and Hemp Related Businesses, or other businesses that we determine violate the limitations of this section. The Credit Union may also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business. You agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**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.

**Instructions to Us.** 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.

**Negative Information Notice.** We may report information about your accounts to credit bureaus. Late payments, missed payments, overdrafts or returned items or transactions, or other defaults on your account may be reflected in your credit report.

**Account Rates and Fees.** We pay dividends on accounts and assess fees against your account as set forth on the Rates and Fees Schedule. You agree that we may debit any of your accounts in which you have an ownership interest for any fees incurred without prior notice to you. We may change the Rates and Fees Schedule at any time and will notify you as required by law. For the most current rates and fees, you may contact us at any time and manner available.

**Statements and Copies of Checks.** If we provide a periodic statement for your account, we will send or make available to you a periodic statement of transactions and activity on your account during the statement period as required by applicable law. In the case of multiple-party accounts, you agree and acknowledge that we are required to provide only one statement on the account and can provide it to any one of the parties on the account as we choose.

For checking accounts, you understand and agree that your original check (or substitute check), when paid, becomes our property and may not be returned to you. We may, but are not required to, retain the original checks. You agree to keep copies of your checks in order to verify their validity. If you request copies of your checks, you agree that we may provide an electronic image of the check or a sufficient copy thereof. We may charge you, and you agree to pay, fees for providing copies of the checks and/or any research involved with your request, as set forth on the Rates and Fees Schedule.

You understand and agree that statements are made available to you on the date they are mailed to you or delivered electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is sent to you, even if the checks do not accompany the statement.

**Your Duty to Examine.** You are responsible for promptly examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account if: (1) you fail to notify us in writing within thirty (30) days of the mailing date of the earliest statement containing or evidencing such irregularities regarding any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine; or (3) as otherwise provided by law or regulation.

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, as allowed under applicable law to cooperate in such investigation. 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 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.

If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**e-Statements.** If we make this service available to you, you may agree to receive statements via electronic means, whereby your periodic statement will be e-mailed to you or sent electronically to, and made available on, our online banking website. Please see the provision, "Electronic Statements, Electronic Notices, Electronic Disclosures and Electronic Agreements" for more information regarding e-statements.

**Notices; e-Notices; Name or Address Change.** Any written notice we give to you is effective when it is made available in our online banking system (if you have agreed to receive such notices electronically), or when it is deposited in the U.S. Mail, postage prepaid and addressed to you at the most recent mailing address on file with us. Notice to any account owner is considered notice to all account owners. Any written notice you give us is not effective until we actually receive it in our offices.

You agree to notify us of any postal or e-mail address change by sending us a secure email, mail request or in person. Changes to your name must be provided in person or in writing by mailing a letter to us. In the absence of a notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Service, an address obtained through the National Change of Address Database, or email address shown by our records or any communication received from you will be deemed properly addressed. You understand and agree that we will use the National Change of Address Database through the U.S. Postal Service to obtain an address if the address you have provided to us is no longer accurate. We reserve the right to require verification of your identity and proof of a change in address prior to making any changes in our records. We are only required to attempt to communicate with you at the most recent address you have provided to us. If you fail to provide notice of a change in address or name, and we are unable to locate you, we may impose a service fee as set forth on the Rates and Fees Schedule and discontinue sending any statements or notices.

**e-Notices.** If we make this service available to you, you may agree to receive electronically all notices regarding your membership, account(s), or services with us whereby these notices will be e-mailed to you or sent electronically to, and made available on, our online banking website. Please see the provision, "Electronic Statements, Notices, Disclosures and Agreements; Electronic Services" for more information regarding e-notices.

**Electronic Statements, Notices, Disclosures and Agreements; Electronic Services.** We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation") unless the documentation is required by law to be sent via mail. If you agree to receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically either by sending an e-mail with the text of the documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such documents on our website or online banking service and notifying you that the documents have been so posted. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, call, write, or e-mail us at the number and addresses provided on the Rates and Fees Schedule. Refer to the Rates and Fees Schedule for the applicable paper statement fee.

We may also offer electronic services such as online banking or online bill pay, which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any online instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our online banking service in order to enroll in our electronic document delivery service.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other Agreements you have with us.

Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services. These services and account access may also be suspended or terminated due to inactivity or nonparticipation as allowed by law. In any case, we reserve the right to require any notices from you be submitted in writing, and we may refuse to send certain information through unsecured e-mail communications.

**Electronic Records.** You acknowledge and agree that we may store all records electronically and that we will not retain and have no obligation to retain any original documents for any period of time unless required by applicable law.

**Use of Biometrics/Fingerprints.** The Credit Union or various apps you may choose to use may provide access to your accounts and services using 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.

**Third Party Documents.** The Credit Union may require documents, including but not limited to trust agreements, contracts, and court orders such as divorce settlements, for a purpose such as 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 a 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.

**System Requirements.** In order to enroll in our electronic document delivery service or online banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have a computer that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need Adobe Acrobat Reader. Adobe Acrobat Reader may be available for download for free via the Internet. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to you on our website or on the online banking website or at the time you enroll in the service. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of, and are indeed receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

**System Disruptions.** You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

**Security Safeguards.** Even if you enroll in online banking or bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you and is intended to safeguard your personal information and all funds held in or by the Credit Union, and to help prevent Identity Theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

**Legal Process Against Your Account.** If any legal action is brought against your account such as tax levy, garnishment, attachment, etc., we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We will not be liable to you for any such payout, even if it causes overdrafts or returned items as determined under our Overdraft Governance Documents. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest in your account and our right to set-off. We may also charge you a fee for such matters as set forth in the Rates and Fees Schedule.

**Costs, Expenses and Attorneys' Fees.** All owners of account(s) or service(s) with us agree, jointly and severally, as permitted by applicable laws, to pay us for all costs and expenses, including attorneys' fees we may incur, as noted throughout this Agreement and: (1) if we incur any expense as a result of any dispute or claim; (2) 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 (3) If we seek the advice or opinion of legal counsel or other professionals regarding the 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; 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 15% 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. Any costs, expenses or fees 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.

**Power of Attorney.** The Credit Union will exercise its discretion allowable under the applicable statutes in determining whether to accept a Power of Attorney. The Credit Union may deny a valid Power of Attorney under certain circumstances afforded by law. The Credit Union may require that a Power of Attorney include necessary provisions to protect the Credit Union from liability in the course of facilitating services for a member's agent. 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 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 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 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 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).

**Privacy and Confidentiality.** Due to our strict privacy standards and duty to protect your privacy and confidentiality, the Credit Union prohibits any photography, filming or recording of any type by any device on any Credit Union premise including areas surrounding any ATM or other device that may display confidential information. Violations will be enforced according to our termination and limitation of services guidelines in this Agreement.

**Sharing and Disclosing Account Information.** While we value your right to privacy and confidentiality of your personal information, there are times where your information will be shared and disclosed, as follows:

**With Joint Account Owners and Other Parties to the Transaction.** If you have a joint share account or loan account, or if you enter into a transaction or account with us that requires a guarantor or a third-party owner of pledged collateral, you specifically agree to allow us to share and disclose information pertaining to those accounts with all your joint owners and other such persons described herein. By agreeing to involve these persons in your accounts and transactions, you acknowledge and agree that you are waiving your right to privacy in this regard and that it is understood that each of you will see each other's personal, non-public information that would otherwise be held in confidence.

**With Third Parties.** We generally do not disclose your account information to third parties except: (1) when it is necessary in processing a transaction, whether that is to pay an item or to send a notice of dishonor or nonpayment; (2) to exchange, in the normal course of business, credit information with third party financial institutions or other business entities or a third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) to provide information to our regulators or law enforcement when we in good faith believe we have been a victim of a crime or we have observed suspicious activity; (4) in order to comply with a government agency inquiry, subpoena or court order or a valid attachment, garnishment, or other legal action; (5) you give us written permission; (6) to guarantee a check by a third party; (7) at account opening, account renewal, or account review; (8) when we are attempting to collect a debt owed to us; or (9) any other reasonable disclosure allowed by law and appropriate to the circumstance. You also understand and agree that we may from time to time receive credit reports and other information about you in connection with your accounts. Upon request, we will give you the name and address of each agency from which we obtain such a report. You consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments.

**Elder Abuse, Fraud, or Financial Exploitation.** You agree that the Credit Union may report suspicions of elder abuse, fraud, or financial exploitation to any persons who we in good faith believe may provide assistance and/or protections. The option to report is voluntary and imposes no obligations on the Credit Union.

**Inactive or Dormant Accounts.** If your account falls below any applicable minimum balance or you have not made any member initiated transactions over a period specified in the Rates and Fees Schedule, we may classify your account as inactive, abandoned or dormant. We reserve the right to not classify an account as either inactive or dormant if any owner has other active accounts or services with us. Unless prohibited by applicable law, we may charge a service fee for processing your inactive account. You authorize us to transfer funds from another account of yours to cover any service fees. To the extent allowed by law, we reserve the right to transfer the account funds to a general Credit Union account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**Inactivity of Certain Accounts.** If your checking account contains a balance of \$10 or less, has had no activity for 90 days and does not have an associated debit card, the account will be deemed inactive. Your Money Market *Plus* will be inactive when the account has had 90 days of no activity and a balance of \$10 or less. Once deemed inactive, we will transfer the funds from these accounts to your regular savings account and close the

checking/Money Market *Plus* account. However, if your account meets the criteria for closure due to nonparticipation or limitation of services, your account will be closed/terminated according to those applicable time frames which will result in account closure prior to the time frame stated.

**Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we receive a certified death certificate. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming the owner's account funds to indemnify us for any losses resulting from our honoring that claim. Upon the death of an individual account owner, we will pay all funds on deposit in accordance with the specific instructions on the Account Card such as to a Payable on Death Beneficiary. If there is no beneficiary designation, no probate proceedings or no estate, we may, but are not required to, pay the funds to any heir, who will be solely responsible for any further distribution of the funds. Alternatively, we may hold the funds until a proper court order is presented to us. We may require proper documentary evidence satisfactory to us before we determine the proper treatment of the funds and before we will release funds to any claiming party. Funds in a joint account will be payable subject to the provision, "Joint or Multiple Party Accounts". Any payment of funds upon the death of any account holder is subject to our lien and security interest. This Agreement will be binding upon any heirs or legal representatives of any account owner. The Credit Union reserves the right to close deceased accounts.

**Termination of Accounts and Services.** We may terminate your accounts, services or place a freeze on the funds in your accounts at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery, fraud, or unauthorized use reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we believe that you have been negligent in protecting your access devices or access codes; (8) you have breached any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency; (9) you do not fulfill the terms of any of the accounts; (10) we reasonably deem it necessary to prevent a loss to us or to be in the best interests of the Credit Union or our members or employees; (11) 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; (12) 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; (13) you refuse or fail to cooperate as provided in this Agreement; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/ procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) any state or foreign laws, rules, regulations or other requirements that make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; (22) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate; using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program; (23) Violence, intimidation, threats, harassment, or physical or verbal abuse of duly elected or appointed officials or employees of the Credit Union, members, or agents of the Credit Union. This includes actions while on Credit Union premises and through use of telephone, mail, email or other electronic method; (24) Causes or threatens damage to Credit Union property; (25) Unauthorized use or access of Credit Union property; (26) Knowingly disseminating incorrect, misleading, confidential, or proprietary information regarding the Credit Union; or (27) Any actions that may cause material risk or financial harm to the Credit Union. In addition to the above, you are also subject to termination of membership due to nonparticipation as disclosed in the Federal Credit Union Act (Act). The Act defines nonparticipation as the failure to vote in annual credit union elections or failure to purchase shares from, obtain a loan from, or lend to us.

You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

**Joint Accounts or Services.** If our enforcement 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 to be: (1) removed; (2) the account to be closed and then a new account may be opened without the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for acting under this section to any other owners or parties.

**Member in Good Standing.** Members in good standing retain all their rights and privileges in the Credit Union. A member who is not in good standing may be subject to a policy that limits Credit Union services. A member not in good standing is one who has engaged in any of the following conduct related to for-cause expulsion from membership:

- A substantial or repeated violation of your Membership Agreement and Disclosures or other account agreements with us.
- A substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations.
- Fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to the Credit Union, including in connection with our employee's conducting business on behalf of us.

Members not in good standing retain their right to attend, participate, and vote at the annual and special meetings of the members and maintain a share account.

**Limitation of Services.** The Credit Union is committed to delivering exceptional products and services to members. To receive the benefit of our products and services, a member must be considered in good standing, unless disclosed otherwise. The Credit Union may limit services for members who are not in good standing as defined above. In the event of a suspension of service, the member will be notified of what accounts or services have been discontinued.

Credit Union employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in behavior related to for- cause expulsion from membership and also address other circumstances where services may be terminated or limited. The policies are 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 not for profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

**Termination of Membership and Expulsion.** You may terminate your membership by giving us notice and otherwise following our policies and procedures. You may be denied services or expelled for any reason allowed by applicable law and as outlined in our Bylaws, including having your membership account or regular share account balance fall below the required par value for membership, or causing a loss to the Credit Union, or for cause. Cause is outlined in detail in our Bylaws and in the Member in Good Standing section above. Termination of your membership does not relieve you of your obligations to pay any fees or obligations that you owe us, and you are still responsible for any outstanding items that have not yet been processed or paid. Once membership has been terminated, no further transactions or services will be allowed.

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

**Limitations on Account and Services for Members who reside or may be traveling 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 or international governing body that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations. The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.

**Amendments and Changes.** The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including the method for determining dividends; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union best interests; and (3) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient.

**Changes in Accounts or Ownership.** Any changes in accounts or services requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed form approved and accepted by us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form.

**Recording Conversations.** You acknowledge and agree that we or our affiliates may record any telephone conversation we have with you, regardless of whether we so inform you at the time of the conversation. This helps document the transaction or conversation and helps protect both parties.

**Consent to Communications from the Credit Union.** 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 expressly consent to receive communications, including but not limited to prerecorded or artificial voice message calls, text messages, online chat, and calls made by an automatic telephone dialing system, from us and our affiliates and agents. This express consent applies to each number that you provide to us now or in the future and allows such calls for non-marketing purposes. Text and data rates may apply. By using the Credit Union's or other parties' social media tools and sources, you consent to communication with us via social media and we may use any social media addresses you may establish. If you provide us with an email address, you consent that we may send any communications using that email address; and it shall be your responsibility to ensure access is limited to those persons you approve of; and your failure to limit access shall be deemed your consent to any such access.

**Severability; Headings; No Waiver.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time.

**Enforcement.** You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. This shall include reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you.

**Credit Union's Right to Investigate.** 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 cooperate, as allowed by applicable law, in such investigation.

**General Limitations on Credit Union Liability.** We are not liable for any loss to you caused by an event that is beyond our reasonable control. This includes if circumstances prevent us or delay us from performing our obligations with regard to any and all transaction(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; a pandemic; 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.

**Governing Law.** This Agreement is governed by our Bylaws, federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the state of South Carolina. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which our administrative office is located. Our web-site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its administrative office. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

**Health and Safety Guidelines.** Credit Union reserves the right to enforce and adhere to all recommendations from federal, state and local health officials to protect the safety of our members and employees.

**National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

# ELECTRONIC FUNDS TRANSFER AGREEMENT and DISCLOSURE

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. ("Account") means any one or more of your savings, money market plus, and checking account(s) you have with us. Electronic funds transfers (EFT) are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. These services and account access may also be suspended or terminated due to inactivity or nonparticipation as allowed by law. In any case, we shall not be liable to you in any regard in connection with such suspension of services.

**TYPES OF ELECTRONIC FUND TRANSFER SERVICES.** The following describes the services, if approved, that are available, and some limitations that apply:

1. **ATM Card.** You may use your ATM card and Personal Identification Number (PIN) to:

- Withdraw funds from your accounts.
- Make cash deposits to your accounts (only at designated ATMs that Founders owns).
- Transfer funds between your accounts whenever you request.
- Obtain balance information on your accounts.
- Make loan payments from your accounts.
- Take an advance from your line-of-credit account.

Limitations. The following limitations will apply to your ATM Card:

- The maximum dollar amount of cash withdrawals per day is \$500.00. Sufficient funds must be available to make any withdrawal.
- You may make only 30 cash withdrawals in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- We may make changes to the daily withdrawal limits at any time, as necessary.

2. **Mastercard Debit Card.** You may use your Mastercard debit card and PIN to perform all of the functions listed above in the ATM Card Access section. Additionally, you may also:

- Pay for purchases at places that have agreed to accept the Card.
- Make POS (Point of Sale) transactions to purchase goods or services at POS terminals that have the Mastercard logo.
- Pay bills or make other transactions on non-Mastercard Networks (COOP and Pulse) without a PIN\*.
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies.

Some services on ATM or debit cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account. Advances from your line-of-credit account are loans that must be repaid by you, and are governed by your line-of-credit agreement.

\*Non-Mastercard PIN-less transactions will not be processed as Mastercard transactions and therefore will not include Mastercard's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Mastercard transactions are not applicable to non-Mastercard and PIN-less debit transactions.

Limitations. The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is \$500.00. Sufficient funds must be available to make any withdrawal.
- You may make only 30 cash withdrawals in one day.
- The maximum purchase price for any one transaction at a POS Terminal is \$10,000.00.
- You may make only 30 purchases in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.
- We may make changes to the daily withdrawal limits at any time, as necessary. Further, we may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet.

3. **Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, 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: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Insufficient Funds fee if you have insufficient funds.

4. **Preauthorized Electronic Funds Transfers.** You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer.

5. **Call 24.** You may access your accounts via our touch-tone telephone system. You will create your own PIN to use this service. You may use telephone access to:

- Transfer funds between your accounts or another member account;
- Obtain balance, account activity, and other information on your accounts;
- Verify whether a check or other item has cleared your account;
- Make loan or credit card payments from your accounts;
- Take advances from your line-of-credit loan account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on your loan accounts;
- Change your PIN number on the telephone access service;
- Request a Loan Payoff.

Call24 is available twenty-four (24) hours a day, but may be inaccessible for a short period each day for data processing.

6. **Founders Online.** We offer an Online Banking service that you may access from a personal computer that has Internet access. You will need your assigned password and account number or username to access your accounts, as instructed when you log on. You may use this service for the following:

- Make transfers between your accounts;
- Obtain balance information on your accounts;
- Make payments on your Credit Union loans from your accounts;
- Access internet bill pay services to make payments to various creditors;
- Access online statements (eStatements);
- Transfer funds to or from your account to other financial institutions;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on loan accounts;
- Change your Founders Online password;
- Transfer funds to accounts of other members of Founders Federal Credit Union with Founders Pay;
- Available to make transfers 24/7. Online banking may not be available in certain countries and/or territories subject to OFAC sanctions or restrictions;
- Cancel a pending transaction scheduled using Founders Online. Cancellations must be made 24 hours in advance of the scheduled process date. Requests made after 4:00 pm EST will be processed the next business day;
- Access or utilize other services that we may make available to you from time to time.

Our Online Banking service will be available to you 24 hours a day but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

Limitations. Certain limitations may apply based on account types.

Other EFT Disclosures contained in this document apply to Online Banking services as well. You will also be required to comply with instructions and agreements provided online when you log onto the Online Banking service.

7. **Online Bill Payment Services.** There is no charge for access to Founders Online. Founders Bill Pay services are subject to applicable charges. Other applicable service fees (insufficient funds, stop payment, check copy, etc.) will be debited from the account used to make the bill payment. Please see your Rates and Fees Schedule for more information on these fees. Through our Online Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the bill pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto the Bill Pay service.

8. **Mobile Banking Services.** Through our Online Banking service, we offer mobile banking services. You must agree to the online mobile banking service agreement included in this EFT Agreement as well as to the terms and conditions contained on the Online Banking services website when you enroll in mobile banking, which agreements are incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto the mobile banking service. This Agreement also applies to the mobile banking service.

9. **Third Party Services.** In connection with your use of Founders Online Banking Services or any other third party services provided in connection with it, you may be made aware of services, products, offers and promotions provided by third parties. If you decide to use the services, you are responsible for reviewing and understanding the terms and conditions governing any services. You agree that the third party is responsible for the performance of their services; and Founders makes no representations or warranties as to such services. We disclaim any and all responsibility or liability associated with or which may arise from your election to use any services; and you acknowledge that your sole recourse for any liability, claims or losses solely between you and the provider of the services. The Founders Online Banking Services may contain or reference links to websites operated by third parties ("Third Party Websites"), including online applications, services or subscriptions. These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website or your use or inability to use such website. We are not an affiliate of nor do we review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites.

**FEES.** There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Rates and Fees Schedule that was provided to you. ATM Fees: Additionally, when you use a foreign ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.



**MASTERCARD AUTOMATIC BILLING ACCOUNT UPDATER (ABU).** ABU 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 Mastercard database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the ABU service or if you have any questions, please contact us using the contact information listed on the back of this publication.

#### **DIGITAL BANKING PRIVACY PERMISSIONS.**

By using our online banking services, you agree to allow certain permissions for specific uses. These permissions include access to your device's camera in order to utilize remote deposit capture, access to your device's location to identify proximity of branches and ATMs, access to external storage and files or media to allow the ability to add attachments to secure messages, access to contacts on your device to utilize integration into peer-to-peer payment networks and access to your device's microphone to allow audio chat functionality services. These permissions are only required to be granted for specific uses and can be canceled at any time within your device's settings.

#### **USE OF EFT CARDS AND SERVICES.**

Ownership: any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Mastercard International from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include online retail purchases) will be charged a Cross-border transaction fee in the amount disclosed on your Rates and Fees Schedule and any fees assessed by Mastercard, even if you are located in the United States.

Security of Card and Access Codes. The access codes issued to you are for security purposes and any codes issued to you are confidential and must not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union. You agree to maintain your access device with maximum security.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions. Only one access device may be issued to each member or joint owner.

Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

Inactivity. You must keep your savings and checking account open in order for your debit card POS services to remain valid. We may close any access device (ATM or debit card) issued for your account(s) after 365 days of inactivity. However, if your account meets the criteria for closure due to nonparticipation or limitation of services, your account will be closed/terminated according to those applicable time frames which will result in account closure prior to the time frame stated. You agree to return all access devices if you close your account(s) or upon our request.

**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 Founders ATM Card or debit card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or PIN to another person. If you do so, you have authorized that person to conduct transactions using your card or PIN, even without your expressed permission. You are liable for that person's transactions until you notify Founders, using the phone numbers on the Rates and Fees Schedule, that the person is no longer authorized to use your card or PIN.
- Notify Founders immediately, using the contact information on the back of this publication or at any Founders branch, of the loss, theft or unauthorized use of your card or PIN.
- Notify Founders immediately using the contact information on the back of this publication or at any Founders branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify us of the loss, theft, or unauthorized use of your card or PIN may affect your liability of transactions.

**LIABILITY FOR UNAUTHORIZED USE.** Tell us AT ONCE if you believe your ATM, PIN, or debit card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Call us at 1-800-845-1614 or write us at Founders Federal Credit Union, 737 Plantation Road, Lancaster, SC 29720. You are responsible for all transfers you authorize using an EFT service. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

*For cards with the Mastercard logo:* You will have no liability for unauthorized use of your Mastercard, provided that you have exercised reasonable care in safeguarding the Card from risk of loss or theft, and upon becoming aware of such loss or theft, you promptly report the loss or theft to us.

You will be liable for no more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. **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.

**You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow.** If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend up to the time you notify us. You may revoke your permission for the other person to use your card by notifying us in writing and allowing us reasonable time to act on your notification.

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.

**If you believe your card or access code has been lost or stolen**, call: 800-845-1614 during normal business hours or write: 737 Plantation Road, Lancaster, SC 29720. You should also call this number or write to this address if you believe a transfer has been made using the information from your card without your permission. Replacement of an access device may be issued by us at the cost set forth in the Rates and Fees Schedule.

**BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**DISCLOSURE OF YOUR INFORMATION.** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

#### **RIGHT TO RECEIVE DOCUMENTATION**

**PERIODIC STATEMENTS.** Transfer and withdrawal transactions made through any card, Online Banking or Bill Pay service, Call24, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

**TERMINAL RECEIPTS.** You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or debit card transaction with a participating merchant. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

**PREAUTHORIZED EFTS.** If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at 800-845-1614 or use telephone access or Online Banking to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING PREAUTHORIZED PAYMENTS**

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 800-845-1614, or write us at during normal business hours or write: 737 Plantation Road, Lancaster, SC 29720, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see the Rates and Fees Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

You understand that it is your obligation to provide us correct information regarding your payments. Your failure to do so will result in the payment of the item.

Liability for Failure to Stop Payment of Preauthorized transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
- The Credit Union has a reasonable basis to believe an Access Device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.
- If the ATM where you are making the transfer does not have enough cash.
- You have not properly followed instructions for operation of the ATM or system.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Online Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

**ERROR RESOLUTION NOTICE (Electronic Transfers):**

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: 800-845-1614

By U.S. Mail: 737 Plantation Road, Lancaster, SC 29720

By secure message through Founders Online:

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to 45 days to investigate your complaint or question. For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, and will inform you within two (2) business days after providing the provisional credit, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. A report of our results will be delivered or mailed to you within three (3) business days after conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final). If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an unauthorized transaction on your Mastercard debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within five (5) business days of your notification so you will have use of the money during the time it takes us to complete our investigation. Does not apply to Non-Mastercard PIN-less transactions. However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation.

We will tell you the results within three (3) 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.

**Termination.** You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement without prior notice to you. However, if notification is required by law, we will notify you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination. Any Access Device issued by the Credit Union may be revoked without notice to you in the event that revocation will be in the Credit Union's best interest (i.e., overdrafts, loss or delinquency with the Credit Union, or misuse of accounts).

**Peer to Peer Transactions and Third Party Applications.** By linking any of your accounts or services to a third-party app or payment service (including but not limited to Paypal, Zelle, Venmo, CashApp, Google Pay) you understand that you are authorizing these services to access your Founders account for any future transactions. Any disputes for unauthorized transactions conducted through these third parties are to be disputed directly with the third parties who facilitated the transaction. Each of these apps and services issue unique access devices to you as the consumer to which the Credit Union has no control and will not be liable for their compromise. If the credit union transfers any funds as directed by these services, they will be deemed authorized as you have authorized the credit union to conduct those transfers on your behalf.

**IMPORTANT SAFETY TIPS REGARDING THE USE OF ATMs.** The following is a list of safety precautions that you should follow when using an ATM or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.
- You agree to use caution when using an ATM. 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 of our ATMs.

## ONLINE BILL PAYMENT SERVICES AGREEMENT

By accessing the Online Bill Payment service provided by us, you are agreeing to the following terms and conditions. You may also be required to sign a contract provided by a third-party vendor providing the Bill Payment service, and/or to consent to terms and conditions provided electronically. Founders contracts with an internet bill payment vendor service provider (provider) to offer these services.

**Access; Software.** To use the Bill Pay service, you must be able to access our Online Banking services, must designate a valid e-mail address in order to receive notices regarding the status of your payments, and you must enter a member number or user ID, password, and secure access code. The service may not be able to be accessed if you are located outside the United States. You are responsible for the correct set-up and installation of software that we provide (if any). We will be responsible for any malfunction of that software.

**Payments and Processing.** In order to make payments through Bill Pay, you must designate an account(s) from which the payments will be made and you must keep that account(s) in good standing. You may schedule automatic, recurring payments or you may request periodic one-time payments by following the User Guide provided to you or the instructions provided online. You must provide us the correct names of your payees, together with the proper address, account number, payment amount and any other information required to process the payment. All designated payees must be located in the United States.

The provider will process payments according to their terms and conditions. If the session is after the end of our business day or not on a business day, the time for processing the payment begins on the next business day. You must allow sufficient time for the creditor to receive and process the payment before the payment due date. If you do not allow sufficient time, you will assume full responsibility for any fees, finance charges or other actions taken by the creditor. We are not responsible if the payment is received or processed by your creditor after your due date.

**Missed Payments Notice.** If you are notified by one of your payees that payment was not received or remains unpaid, you must notify us immediately so that we may investigate and correct any error that we may have caused.

**Restrictions on Payees and Types of Payments.** The following payments are prohibited through this service: payments to payees outside the United States; other types of payments or payees as we may designate. Not all Payees can or will accept electronic bill payment transfers. For these Payees, if using Founders Bill Pay, a paper check will be mailed on your behalf to the Payee. Otherwise, we will notify you that the payment or future payments will not be processed. If we know of a payee who cannot process payments in a timely or responsible manner, we may refuse to make future payments to that payee and will notify you accordingly.

**Insufficient Funds and Overdrafts.** You agree that sufficient funds to cover your scheduled payments will be kept in your designated accounts. If there are insufficient funds, we may refuse to make the transfer or we may overdraw your account. If you have signed up for Overdraft Protection on your designated accounts, the terms of your Overdraft Protection will govern overdrafts caused by Bill Pay. The NSF fee will be charged when an item is presented and returned. Represented items which can be identified as such, will only be charged once. Items we are unable to identify may be charged each time they are presented which may result in more than one charge for the same item. You are responsible for any insufficient funds (NSF) fees and overdraft fees that may be charged. We reserve the right to suspend your Bill Pay access in the event of overdrafts until such time that you have sufficient funds in your accounts to process your payments. Reactivation of the service may result in delays of your processing, and we are not responsible for any missed payments because of suspension due to overdrafts.

**Canceling Scheduled Payments.** You may cancel any pending or scheduled payment. In order to do so, however, we must receive your cancellation at least four (4) business days prior to the date the transaction is scheduled to be processed by us. Thereafter, a stop payment fee will be assessed to cancel the Bill Payment transaction. If we do not receive your instructions in time, the payment may be processed and we will not be liable for making that payment in any way.

**Sharing of Information.** By using Bill Pay and scheduling payments, you are authorizing us to disclose any and all information, including non-public personal information and your financial information, that we deem necessary or appropriate in order to process your scheduled transactions. We use a third-party vendor to provide the Bill Pay service to you. This authorization to share and disclose information extends to that third party-vendor as well.

**Fees.** There is no charge for access to Founders Online. Founders Bill Pay services are subject to applicable charges. Other applicable service fees (insufficient funds, stop payment, check copy, etc.) will be debited from the account used to make the bill payment. Please see your Rates and Fees Schedule for more information on these fees.

**Termination.** You may terminate your Online Banking and/or Bill Pay service without any notice. Termination of your Online Banking services will automatically terminate your Bill Pay service. **You must cancel all future payments prior to canceling the service.** If you do not, we may continue making payments and will not be liable in any manner for doing so.

We may modify, suspend or terminate your Online Banking and/or Bill Pay service if you do not comply with the terms of this agreement, the user instructions, or any other agreements governing your accounts for any reason without notice or refund of fees you've paid. Furthermore, your Founders Online services will be suspended after 120 days of inactivity; however, you may reenroll at any time to access eStatements if you were previously enrolled in this service.

**Liability; Warranty.** If we do not complete a properly scheduled transfer for which you provided us all necessary and correct payment information, we will be liable to you for the actual damage or loss that you suffer. If we make an error in a transfer that we complete, our only responsibility is to correct that error; we will not be liable for any indirect, consequential, or other damages. We will also not be liable for any transfer that cannot be processed or completed because of legal restrictions on your account, or for any transfer that we are not bound to complete under the terms of this agreement. We also provide no Warranty of Merchantability, Warranty of Fitness for Particular Purpose, or warranty against non-infringement of third-party rights regarding any software, browser, equipment, or other services. We provide no warranty that the Online Banking and Bill Pay services are free from defects, computer viruses or worms, or other computer-related problems.

# FUNDS AVAILABILITY POLICY

## Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

## Longer Delays May Apply

However, in some cases, the availability of funds may be delayed under the following circumstances.

**Case-by-Case Holds:** Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$240 of your deposits, however, will be available on the first business day after the date of deposit.

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, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

**Exception Holds:** In addition, funds you deposit by check may be delayed for up to 7 business days after the day of your deposit under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 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.

## Holds on Other Funds

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

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

## Deposits at Automated Teller Machines

We do not accept any deposits at automated teller machines (ATMs) that we do not own or operate. All ATMs that we own or operate are identified as our machines and will accept cash deposits only. We do not accept check deposits at our ATMs. Funds from deposits (cash) made at ATMs we own or operate will follow the same availability schedule as making a deposit in person to one of our employees. Also, each branch office has a night depository box where you can safely make your deposits (cash and check) after normal business hours. Deposits are posted the next business day.

## Cash Withdrawal Limitation

We place certain limitations on withdrawals in cash. In general, \$240 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$460 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

## Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the next 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 9th business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

## Business Days and Cut-off Times

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on Fridays and 5:00 p.m. all other days on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after that time or on a day we are not open, or the deposit is received after we have opened our night depository for that day, we will consider that the deposit was made on the next business day we are open. Deposits you send by mail are considered deposited on the business day it arrives by the cutoff time at the branch of deposit.

## **International ACH Transactions**

International ACH Transactions (IAT) that are transmitted to or from any of your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in share accounts. In the event an IAT is delayed or terminated, we will provide you such notice as may be required by applicable law.

## **Foreign Checks or Drafts**

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit.

## **Substitute Checks and Your Rights-Important Information About Your Checking Account**

### **What Is a Substitute Check?**

To make check processing faster, federal law permits financial institutions 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 a 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 a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law 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, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-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 of your refund (plus dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends 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 contact us at 1-800-845-1614. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

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

## TRUTH-IN-SAVINGS DISCLOSURES

The following disclosures and terms apply to your accounts with the Credit Union. The Truth-in-Savings Rates & Fees Schedule (Rates and Fees Schedule) also sets out terms of your accounts and is hereby incorporated by reference as if fully set forth herein.

1. **RATE INFORMATION.** Please see our current Rates & Fees Schedule for current Annual Percentage Yield (APY), any applicable tiers, and variable rate accounts. The Annual Percentage Yield (APY) reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and Annual Percentage Yield (APY) may vary as explained in the Rates & Fees Schedule. Eligible members will receive a 1099-MISC or 1099-INT for dividends earned.

2. **NATURE OF DIVIDENDS.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period, thus dividends are not guaranteed.

3. **COMPOUNDING AND CREDITING.** The frequency with which Dividends will be compounded and credited and the Dividend Period is set forth on the Rates & Fees Schedule. The Dividend Period begins on the first calendar day of the Period and ends on the last calendar 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 the accrued but uncredited dividends.

4. **MINIMUM BALANCE REQUIREMENTS.** The minimum balance requirements for each account is set forth on the Rates & Fees Schedule. Minimum balance requirements may include a minimum opening deposit, the minimum balance that you must maintain in the account to avoid service fees, and the minimum balance that you must maintain each day to earn the stated Annual Percentage Yield for that account. The Par Value of a share in this credit union is also disclosed on the Rates & Fees Schedule.

5. **BALANCE COMPUTATION METHOD.** We use the *Daily Balance Method* to calculate Dividends on your account, as indicated on your Rates & Fees Schedule. The Daily Balance Method applies a daily periodic rate to the balance in the account each day.

6. **ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS.** Dividends will begin to accrue on the business day that you deposit noncash items (e.g. checks) to your account.

7. **CERTIFICATE ACCOUNTS.** The following also applies to Certificate Accounts:

**Maturity.** Your account will mature according to the term indicated on the Rates & Fees Schedule, and as indicated on your account summary or statement.

**Early Withdrawal; Penalties.** We will impose a penalty if you withdraw any of the funds in your account before the maturity date. If a withdrawal is made that reduces the balance to below the minimum required deposit, we reserve the right to close the account. The amount of the penalty is disclosed on the Rates & Fees Schedule. The penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account and applies whether or not the dividends have been earned. The penalty may be deducted from the principal amount of the deposit. The Annual Percentage Yield disclosed for your account is based on the assumption that dividends will remain in the account until maturity; a withdrawal will reduce earnings. Early withdrawal penalties may be permitted or reduced for IRA accounts or other accounts if applicable law allows. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of 1) an owner's death or legal incompetence; 2) if your account is an IRA account and the account is revoked within seven (7) days after the IRA disclosure statement is received; 3) or when the account is an IRA account, and the owner qualifies pursuant to applicable law.

**Renewal Policies.** Your certificate account will automatically renew at maturity as indicated on the Rates & Fees Schedule unless you instruct us otherwise. If it automatically renews you will have a grace period, also indicated on the Rates & Fees Schedule, in which you may withdraw or transfer the funds without incurring an Early Withdrawal Penalty. The Credit Union reserves the right to give the owner written notice that account will not be renewed. In this instance, the account will be converted to Regular Savings, unless otherwise instructed by you.

8. **FEES AND CHARGES.** We may impose fees, charges, or penalties against your account(s). Please see our Rates & Fees Schedule for the types, amounts, and conditions of the fees and charges.

9. **TRANSACTION LIMITATIONS. For Certificate Accounts:** After your account is opened, your ability to make additional deposits to your account before maturity may be limited, and withdrawals of dividends prior to maturity might result in a penalty. See the Rates & Fees Schedule for more details. **For IRA Certificate Accounts:** After your account is opened, if you are allowed to make additional deposits, you may not exceed those amounts set forth by applicable law within any single calendar year. **Accounts as security for loans and other obligations:** If you have pledged your shares in the credit union as borrower or guarantor on any loan or other obligation that you owe to us, or if you are delinquent on that obligation, you cannot withdraw an amount that would cause your accounts to fall below the amount that you owe. See your loan documents for more details. **Additional Limitations:** Additional limitations may apply to the use of your accounts in accordance with any other Agreements you may have with us, e.g., Electronic Funds Transfer Agreement, Online Banking Agreement, etc.

**Written Notice of Withdrawal:** The credit union reserves the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.



# PRIVACY POLICY

Rev 07/24

## FACTS

WHAT DOES FOUNDERS 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?

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

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

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

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

### To limit our sharing

- Call 1-800-845-1614 - select Option 4 for member services, and then select Option 3 for all other services or
- Visit us online: [foundersfcu.com](http://foundersfcu.com)

Please note:

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

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

### Questions?

Call 1-800-845-1614 or go to [foundersfcu.com](http://foundersfcu.com)

## Who we are

Who is providing this notice?	Founders Federal Credit Union
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## What we do

How does Founders Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Founders Federal Credit Union collect my personal information?	We collect your personal information, for example, when you <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> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <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 without a joint marketing agreement in place</li></ul> State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

## Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• Our affiliate includes Founders Financial Group, LLC, doing business as Founders Insurance Services which provides insurance services.</li></ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• Founders Federal Credit Union does not share with nonaffiliates so they can market to you.</li></ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• Our joint marketing partners include the third party administrator of our debt protection program, and various financial services and insurance companies.</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.

Protecting Children. Do you Collect Information on My Children? Yes. However, we respect the privacy of children and do not collect any more information than necessary to enable them to participate in the activities we offer at our website. We do not allow other organizations to collect personal information from children and do not have any agreements with outside organizations to collect information at our site.

We collect the following information:

- Username
- Social Security Number
- Full Name
- Date of Birth
- Email and/or Mobile Number
- Address
- City
- State/Province
- Zip
- Passwords

The information that we collect from children is used:

- To allow access and use of our online banking or e-statement services.

We will obtain parental consent on the "CHILDREN'S ONLINE PRIVACY PROTECTION ACT PARENT/GUARDIAN CONSENT FORM" before collecting information on children under the age of 13, and you can review the information we have collected from your child online; prevent the further use or maintenance of that information, or direct the deletion of that information by notifying us:

By mail: Member Support, 737 Plantation Rd, Lancaster, SC 29720

By e-mail: [info@foundersfcu.com](mailto:info@foundersfcu.com)

By phone: 1-800-845-1614

The Children's Online Privacy Protection Act is the federal law governing child on-line privacy; it protects children under age 13. For more information on COPPA, visit <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>.



Corporate Headquarters  
737 Plantation Road  
Lancaster, SC 29720  
Toll Free 1.800.845.1614

Website Address  
[www.foundersfcu.com](http://www.foundersfcu.com)

To Report a Lost or Stolen ATM or Debit Card  
Call: 1.800.845.1614

To Report a Lost or Stolen Mastercard® Credit Card  
Call: 1.800.627.8372