



# **MEMBERSHIP AGREEMENT**



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**Notice to Members:** The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read the Agreement to ensure you understand the pledge of shares to the Credit Union. All owners of joint accounts pledge 100% of all shares to secure both individual and joint debts and obligations. Also, understand when services may be suspended or terminated.

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

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

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

**BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH IN THIS AGREEMENT). PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES.**

## **INTRODUCTION**

This Booklet and the Deposit Rate and Fee Schedule (“Schedule”) explain the rules which govern your account(s) and account services with us. Please read this Booklet and the Schedule carefully and keep them in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. **The purpose of this Booklet is to: (1) summarize the rules applicable to common Transactions; (2) establish rules to govern Transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or Transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law.** By signing an Account Card, Membership Account and Services Application (Membership Application) or your use or continued use of any account or account services after receiving this Booklet, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Booklet, and the Schedule, as amended from time to time.

## **Membership, Account and Account Services Agreement – General Terms and Conditions**

**Terms, Conditions, and Limitations of Your Relationship with the Credit Union.** The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as “Agreement”. To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. “Applicable Laws” shall include: (i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) The National Automated

Clearing House Association (NACHA) Operating Rules; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws. You agree that all accounts and services will be for personal, family and household purposes. If we ascertain other use such as commercial, we may require the account(s)/services(s) be closed or converted to business. We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

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

**“Access Device”** means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction.

**Use of Biometrics/Fingerprints:** The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any new technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual’s unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us (checks drawn on the Credit Union) item presented by any holder.

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

Touch ID, a service provided by Apple iOS, allows you to use your fingerprint to login securely instead of entering your user id and password. When Touch ID authenticates a fingerprint registered to your device, a secure token is exchanged with the YOUR\$ Digital Banking App to permit access. The Credit Union never receives or sees your fingerprint information. Your user id and password will not be stored on this device. For information on how Apple protects your fingerprint and Keychain data, please see Apple’s Privacy Policy and iOS security guides.

**“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 have a joint owner on an account that has access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access device(s) that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. **An authorized signer may stop payment on an item they have drawn or otherwise ordered, but may not close any account(s) or terminate any service without the owners specific written consent.**

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

**“Actual Balances and Available Balances” How do we determine your account’s available balance:** Your Actual Balance is the total amount of money in your account. The Actual Balance does not take into account outstanding transactions authorized by the accountholder. The Actual Balance may not always depict an accurate display of what you may spend without overdrawing your account.

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

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

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

In addition, your Available Balance may not reflect all of your pending debit card or ATM card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within four (4) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid.

Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within 4 business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

**NOTE:** Holds placed on your account balance for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your available balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed. Why is this Important to You? The order in which items are paid is important if there are not enough available funds in your account to pay all of the items presented for payment. Our payment policy may cause your larger, more important items, (such as your rent or mortgage payment), to not be

paid first, but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits & credits) and practice good account management. This will help you avoid writing checks or share drafts without sufficient available funds and incurring overdraft fees.

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

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

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

**“Transaction or transaction” and “Item or Items”** means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union. The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your checking accounts if the amount of the debit exceeds the funds available in the applicable checking account. Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Rate and Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.

**“Automated Teller Machine and Interactive Teller Machine” or “ATM/ITM”** shall mean an electronic terminal that performs certain financial functions, including but not limited to: dispensing cash, accepting deposits and loan payments, making transfers between accounts, and giving account balances.

All instructions to us in any manner shall be 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.

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

**Restrictions on Accounts.** The Credit union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to “Money Services Businesses,” “Internet Gambling Business” and “Cannabis Businesses” or other businesses that we determine violate the limitations in this Section. By way of Illustration: “Cannabis Businesses” are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related



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

#### **Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God.**

**Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.

**Official Health Guidance.** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.

**Face Masks.** For security reasons all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

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

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

**Par Value.** The Credit Union has funded your \$1 par value share in an account held by the Credit Union. If you close your account and wish to receive your \$1 share, you should write to us at the address listed at the end of this Booklet within 30 days of closing your account requesting your \$1 and we will mail a certified check to the address listed on your account.

**Credit Reports, Membership Account Eligibility, Other Credit Union Services, and Social Media.** To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.

**Privacy and Confidentiality:** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options as defined in Termination or Restriction of Account(s) and Service(s) and Standards of Conduct and Behavior section of this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.

**Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation:** It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.

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

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

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

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

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

**Direct Deposits or Preauthorized Transfer.** You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option.

**Direct Deposit or Transfer Authorization - Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

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

**Final Payment.** All items, deposits, Automated Clearing House (ACH) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

**Checks From Source Other Than Credit Union Approved Vendors and Use of Wash Preventative Ink.** The Credit Union approves specific vendor(s) for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also, you understand that checks can be washed unless you use a wash preventative ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment, returns as no account/insufficient funds or otherwise, limitations we do not specifically agree to in writing, or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventative ink in the writing of any check(s). We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning bank and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

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

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

**Restrictions on Withdrawals from All Accounts/Transactions.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested persons or a legal document, which meets our requirements. In addition to the foregoing if you should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, you hereby release the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to your possession of any large sums of cash from the moment possession of same is made available to you; and you will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

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

**Transaction Limitations for All Share Savings and Money Market/Money Management Accounts.** Pursuant to Federal Regulation D, during any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Schedule. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, and your account will be subject to closure by the Credit Union and a fee as stated in the Schedule. If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us. We count a transaction on the date we post it to your savings account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle.

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

**Checking Accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices. Check Copies: you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Schedule for each requested item and/or for research as applicable.

**The Check Clearing for the 21<sup>st</sup> Century Act (Check 21 Act):** Check processing is getting faster as banks begin to process checks “electronically.” We are required by law to provide the notice in the following section (“Substitute Checks And Your Rights”), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

#### **Substitute Checks and Your Rights:**

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

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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

Your claim must include:

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

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

**Checks You Request from the Credit Union.** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your Membership Application with us and will be mailed to your address of record.

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

**Copies of Documents:** We do not typically keep the original paper documents (like deposit slips) associated with your account for an extended period. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images are one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the section titled "The Check Clearing for the 21st Century Act" above. To facilitate check

imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the section on Endorsements herein or in your Mobile or Remote Deposit Capture Agreements.). You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Rate and Fee Schedule may also apply.

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

**Account Rates and Fees.** Fees applicable to all accounts and account services are set forth in the 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 Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

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

#### **Account Access.**

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

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

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

**Access to Third Parties.** When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type, 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.

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

**Powers of Attorney.** You agree that regardless of any laws, rules, or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make Transactions on any account or to supply endorsements on checks or any other

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

### **Overdraft and Overdraft Protection Plan.**

**What is Overdraft Protection?** This is an optional service you can add to your checking account by linking eligible accounts. We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. A single Overdraft Protection Fee or Advance Fee will be assessed any time a transfer/advance is made regardless of the number of transactions covered or whether money is transferred/advanced from multiple accounts. Also, we will not charge a fee unless the transfer/advance helped you avoid at least one overdraft or returned item. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- Transfers from linked savings account. If there is an available balance in your savings account and can cover the overdraft (plus the Overdraft Protection Transfer Fee), we will transfer the exact amount needed. If the available balance in your savings account is less than the amount needed, we will transfer the available balance. The Overdraft Protection Transfer Fee (if any) will be charged to your checking account.
- Advances from a linked line of credit account. If the available balance in your account can cover the overdraft, we will advance the exact amount needed. If the available balance in your account is less than the amount needed, we will advance the available balance.

**What is Debit Card Courtesy Pay?** Debit Card Courtesy Pay allows the Credit Union to approve (at our discretion) your ATM and every day (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Courtesy Pay at the time of the transaction. With this service, ATM and every day (one-time) debit card transactions may be approved into overdraft at the Credit Union's discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to the Credit Union's funds availability policy) by the posted cutoff time on the same business day as the transaction no fees are assessed. Debit Card Courtesy Pay does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). The Credit Union may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Courtesy Pay is not added and there is not enough money in your checking account or accounts linked for Courtesy Pay, your ATM and every day (one-time) debit card transactions will be declined, and there are no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

You can add or remove the service at any time. Debit Card Courtesy Pay is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Courtesy Pay is a discretionary service that may be removed by the Credit Union for a variety of reasons including excessive overdrafts or returned items.

**What is the Credit Union's standard overdraft coverage?** Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a Credit Union representative by contacting us at the numbers in the Rate and Fee Schedule or as listed on our website. **Important:** If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and assess a returned item fee (Non-Sufficient Funds/NSF) and you could be assessed additional fees by merchants.
- We will not authorize ATM and every day (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.
- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

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

**General Terms:** You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

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

**Stop Payment Orders.** If you do not want the Credit Union to pay a specific written instrument such as a personal check, you can request that we place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to a teller, member service representative or branch manager of the Credit Union. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Schedule, which sum may be transferred by us from any owner's account(s) or paid directly to the Credit Union. If you give an oral SPO that is not confirmed in writing by you or us within 14 days, your SPO will expire and the instrument may thereafter be paid by us. If you provide written confirmation, your SPO will be effective for a period of six months. Alternately, the Credit Union, in its sole discretion, may confirm any oral SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six months. To extend the SPO for an additional six months, you must deliver to us an additional written request as described above. The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than 14 days after receipt of your oral order to stop payment; (2) more than six months after your written order to stop payment, our written confirmation, or more than six months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; (4) if you fail to provide us with complete or accurate information; or (5) you fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your SPO. You agree that any SPO received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order. If you seek to return any cashier's check or like item after it is issued to you or another, then you agree we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code and reimbursement may not be made for 91 days from the date issued.

**Legal Process and Other Adverse Claims.** Should we receive any legal process, or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability, (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source of the Process; and/or comply with any specifically applicable laws in addressing the



Process. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Schedule.

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

**YOUR DUTY TO EXAMINE AND REPORT PROBLEMS. AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED 30 CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS 30-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.**

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (1) you have given us the above notice and (2) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit. Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

**Change of Name or Address.** You will promptly notify us of any name change or address change, including your e-mail or other electronic address by: (1) writing us at the address set forth in this booklet or the Schedule or (2) via e-mail using the Credit Union's secure web site (the portion of the site you may access after entry of your user name and password). In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us, then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

**Inactive or Dormant Accounts.** If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or

services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set forth in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Schedule for processing your dormant account ("Abandoned Property / Dormancy Processing Fee"). Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

**Termination or Restriction of Account(s) and Service(s) and Standards of Conduct and Behavior.** The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "abusive conduct;" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items, transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; or (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, or (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. We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand. If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

**Residence Outside the U.S., Its Possessions or Territories.** We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

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

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

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

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

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

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

**Right to Refuse Instructions/Orders.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not be in the best interest of the Credit Union.

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

**Amendments and Changes.** Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.

**Multiple Party Accounts.** Any or all owners can make deposits or withdrawals regardless of contributions. Each owner guarantees the signature of all other owners; and appoints all other owners as agents. We may accept orders, instructions, and requests for future services from any account owner, which shall be binding on all owners. Any individual account owner may withdraw funds, stop payment of items/Transactions (regardless of who ordered payment), transfer or pledge to us all or any part of the shares in any account, and block, terminate or discontinue or close any transaction or service without the consent of the other owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a multiple party account, regardless of the drawer, user or authorized user who orders or causes said Transaction(s).

**Rights of Survivorship.** Unless your account card specifically indicates otherwise, you agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

**Payable on Death Designations.** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Membership Application; and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. The Credit Union reserves the right to require all account owners to sign for any changes of designated beneficiaries. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law. If all named POD beneficiaries predecease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner.

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

**Minors Accounts.** As a joint owner, we may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. We will not change the account status when the minor reaches the age of majority, unless a change is authorized in writing by all account owners.

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

**Club Accounts.** The Credit Union may offer club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you, or by other means set forth in the Schedule. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during the club account period, we may charge you a fee per the Schedule and/or require you to withdraw the entire balance and not allow additional deposits until the following club period.

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

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

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

#### **Liability, Disputes, and Costs and/or Fees.**

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

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

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

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

To protect your and our interests with any “claim,” “dispute,” or “instruction,” if we need to seek legal or other professional advice to review or assess any actions or other claims that affect your accounts; or to bring any legal action to protect the rights addressed in this Agreement, you agree to pay all costs and expenses, including reasonable attorney fees and court costs, incurred by us. You further agree that all such costs and expenses may be deducted from your accounts, and that you will be responsible for any additional amount

owed according to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account(s) or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

You will make all third persons including but not limited to attorneys in fact, representative payees, and trustees liable to us for any and all obligations incurred by any actions dealing with the account, and you and they agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the third person.

**Costs, Expenses, and Attorney's Fees.** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) if we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) if we bring any action contemplated in this Agreement; (5) if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 33 1/3% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

## **RESOLVING CLAIMS:**

If you and the Credit Union are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this Resolving Claims Section. This is a dispute resolution provision. Please read it carefully.

### **What does "Claim" Mean?**

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

### **How Claims will be Resolved**

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

If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled by negotiation, the parties agree first to try in good faith to settle the dispute by mediation before proceeding to arbitration or other means of dispute resolution. The parties shall seek in good faith to agree on a mediator and hold a mediation in Hamilton County, Tennessee to resolve the dispute. If the parties cannot agree on a mediator, then the parties shall seek to have the mediation administered by the American Arbitration Association under its commercial mediation procedures. Only if mediation fails can the parties resort to arbitration, litigation or some other dispute resolution procedure pursuant to

this Agreement. For Consumer Members, the Credit Union will pay the fees and expenses of the mediator up to a full day of mediation seeking to resolve the dispute. Business and Organization Members will split the mediation costs with the Credit Union.

**OPT-OUT PROCESS.** If you do not want for the Arbitration Provisions herein to apply, you may reject it within 30 days of first being sent or offered any copy of our Membership Agreement with this arbitration provision in it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable account numbers, and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by mail (not electronically) at Tennessee Valley Federal Credit Union Attn: Compliance Dept - ARBITRATION, P.O. BOX 23967, Chattanooga, TN 37402. You should retain a copy of your opt-out notice and evidence of mailing. Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within thirty (30) days after the date you opened your account.

Your decision to opt out will not have any other effect on this Agreement or your account with us. If you don't reject this Arbitration Provision, it will be effective as of the date you first opened your account and this agreement to arbitrate will apply without limitation, regardless of whether (1) your account is closed; (2) you pay us in full any outstanding debt you owe; or (3) you file for bankruptcy. If an account is jointly owned, one owner's rejection of this Arbitration Provision will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you have more than one account with us and wish to opt out of the Arbitration Provision for multiple accounts, and are still within the 30-day period for opting out of the Arbitration Provision for said accounts, please include in your written opt out notice each account for which you wish to opt out of the Arbitration Provision. In all other circumstances your decision to opt out of the Arbitration Provision applies only to the applicable account and not to any other accounts you have with us. Moreover, we offer several different products and services to our members. If you opt out of arbitration for one or more accounts governed by this Agreement, this opt-out will not affect any other arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us. Any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a credit card account with us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to the credit card account.

**DISPUTES NOT SUBJECT TO ARBITRATION.** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in a small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from a small claims court to a different court, you or we may elect to compel arbitration.

Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.

In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration, including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

**STARTING OR ELECTING ARBITRATION.** You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim.

Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

**CHOOSING THE ADMINISTRATOR.** The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association ("AAA\*"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879). You can obtain a copy of the administrators rules by visiting their websites or calling them. The parties may also mutually agree to select an arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver).

Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claims that are subject to arbitration and the other party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the party prosecuting the Claims to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

**JURY TRIAL WAIVER IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

**CLASS ACTION WAIVER. ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY** and no member or account holder may maintain or pursue against the Credit Union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the Credit Union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claims in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

**LOCATION AND COSTS OF ARBITRATION.** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

**LAW APPLIED BY THE ARBITRATOR.** The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

**RIGHT TO DISCOVERY.** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

**ARBITRATION AWARD AND RIGHT OF APPEAL.** At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

**RULES OF INTERPRETATION.** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) the repayment of amounts owed under this Agreement; (2) any legal proceeding; (3) any sale, assignment or transfer of your account; (4) any bankruptcy to the extent consistent with cancellation, closure, suspension or non-renewal of this Agreement, your account or credit privileges; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.



## **Limitation and Non-Severability**

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

## **Rules of Interpretation**

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

## **Jurisdiction and Governing Laws**

Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement. You consent to jurisdiction as provided for herein and in this Agreement generally.

## **Electronic Funds Transfers (EFT) Agreement and Disclosures**

**Purpose of This Agreement.** All agreements set forth in this Agreement remain in effect except as specifically modified in this Section. This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking or other services we will provide you the applicable agreements that govern the use of those services (“Online Services”). You agree that these terms shall apply to these other services except where those other agreements expressly provide other or contrary terms.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call the Credit Union at the number provided in the Rate and Fee Schedule or write us at the address provided in the Rate and Fee Schedule. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Transactions We Facilitate.** The following are types of Electronic Funds Transactions we may offer now or in the future, not all of which may apply to your account: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via Automated Clearinghouse (ACH), transfers initiated by telephone, transfers resulting from debit card transactions (whether or not initiated through an electronic terminal) and payments made by a bill payer under a bill payment service (unless made solely by check, draft or similar paper instrument), and online banking.

**Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. A merchant may present an EFT/ACH transaction item multiple times when a member does not have sufficient funds and each separate presentment will result in an NSF/overdraft protection charge when funds are not available.

**Preauthorized Credits.** You may arrange for certain direct deposits to be accepted into your Credit Union share savings, Money Market, checking account(s).

**Preauthorized Payments.** You may make recurring payments from your checking account.

**Electronic Check Conversion (ECK) transaction.** An ECK occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be processed when it has been authorized by the member. A member authorizes the transaction when he receives the appropriate notice and then goes forward with the transaction. A merchant may present an ECK transaction item multiple times when a member does not have

sufficient funds and each separate presentment will result in an NSF/overdraft protection charge when funds are not available.

**Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

**ACH & Wire Transfers.** You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. We may accept on your behalf, payments to your account that have been submitted by Fed Wire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fed Wire. Whenever an ACH is used as part of a transaction that does not involve Fed Wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

**Telephone Transactions.** If we approve Choice24 (audio response) access service for your accounts, you may access your accounts through Choice24 with an access code. You must use your Access Device and account number to access your accounts. Telephone services are provided by our Member Service staff during business hours. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Member Service Department may monitor calls randomly. You may use Choice24 to:

- Change your access code.
- Obtain account information related to any of your savings, checking and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your savings or checking accounts or such accounts you have authorized prior to such transfer request.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Make Credit Union loan payments from related savings or checking accounts.

**YOUR\$ Digital Banking (Internet Account Access).** If we approve YOUR\$ for your accounts, you may access your accounts through a personal computer or compatible mobile devices under YOUR\$ Digital Banking. You must use your User ID and password to access your accounts. You may use YOUR\$ to:

- Change your password.
- Obtain account information related to any of your savings, checking, and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest, payroll and automatic deductions.
- Make transfers to or from your savings or checking accounts or such accounts you have authorized prior to such transfer request.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts.
- Make loan payments from any savings or checking account to any loan account of yours.
- Issue third-party payments under Bill Payment Service (with approval).

**YOUR\$ Bill Pay Services.** With approval, you may pay recurring bills through YOUR\$ Bill Payment Services. Payments may only be made from checking accounts. Some vendors will not accept payments made through online bill payer systems. If you select a vendor that will not accept payment, you may not receive notice that the vendor will not accept your payment. Bill payment functions include but are not limited to the following:

- View pending payments.
- View payment history.
- Payee maintenance (e.g., change vendor name and address).
- Add one vendor payment or add multiple vendor payments at one time.
- Customer Support

**Timing of Payments.** The Credit Union processes payments through a third party vendor and is not responsible for the timing

of payments. Please allow sufficient time for your payment to reach the vendor. Mailed payments take longer than those sent electronically. The vendor determines which type of payment it will receive. The Credit Union is not responsible for late payments. We are only responsible in the event we fail to complete a payment in accordance with your correct instructions.

**Sufficient Funds.** You agree to have sufficient funds available in your account to cover the payment. Refer to the Overdraft and Overdraft Protection Plan section.

**Liability.** The Credit Union's liability is stated in a separate section of this document - below, *Liability For Failure to Make a Transaction*. In no case will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner. This is in addition to any other provisions in this agreement that address the Credit Union's liability. The Credit Union has no liability to you whatsoever for any transaction using an access device we: (1) have not issued; or (2) issued by another party with whom we have no written agreement.

**YOUR\$ Digital Banking Mobile Application.** If we approve the YOUR\$ App for your accounts, you may access your accounts through many mobile devices. To access the YOUR\$ App, you will need to download the application and use your YOUR\$ App credentials and/or biometrics. You may use YOUR\$ App to:

- Obtain account information related to any of your savings, checking, and loan accounts regarding current balance, checking history, payroll and automatic deductions.
- Make transfers to or from your savings or checking accounts or such accounts you have authorized prior to such transfer request.
- Pay people within your internal transfer payees or external payees
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts.
- Make loan payments from any savings or checking account to any loan account of yours.
- Issue third-party payments under YOUR\$ Bill Payment Service (with approval).
- Mobile Deposit
- Secure Message Center

**Automatic Teller Machines (ATMs).** If approved, you may access your account(s) at Credit Union ATMs and/or Credit Union participating network foreign ATMs by using your ATM/Debit card and Personal Identification Number (PIN) to:

- Withdraw cash from the account(s)
- Check the balances in the account(s)
- Transfer funds between the account(s)
- Make deposits at designated ATMs that we own.
- At foreign ATMs you can get balance information and make cash withdrawals from your account(s), depending on how your account is set up. Foreign ATMs are machines we do not own that allow access via the networks set forth in the Schedule, which may change from time to time.
- Some of these services may not be available at all terminals. The way your card is set up also affects what transactions you can perform.

**\*Other ATM/Debit Card Transactions.** You can use your Credit Union ATM/Debit card to access your share savings and checking account at the ATM to get cash and make deposits, pay for services (in person), get cash from a merchant, if merchant policy permits, or from participating financial institutions.\*

**\*Visa® Debit Card POS Transactions.** You may access your Credit Union share savings and checking account at the ATM/ITM to get cash and make deposits. You may access your Credit Union checking account to purchase goods (in person), pay for services (in person), get cash from a merchant (if merchant policy permits) or from participating financial institutions, and use it to pay for goods and services by telephone and the Internet. Purchases made with your card will result in debits to your “primary” checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

**Partial Debit Card Transactions:** Some merchants may be enrolled in Visa’s Partial Authorization service. This means that if you chose ‘No’ to ATM and Debit Card Overdraft Coverage, your transaction may be approved for only part of your total purchase amount. This occurs when you do not have a sufficient Available Balance, necessary to pay for the entire transaction, at the time of the purchase. Additionally, funds from your designated account(s) linked for Overdraft Protection (if applicable) may be considered when determining the amount that is authorized. For example, if you attempt a \$30.00 transaction when your account has an Available Balance of \$20.00, your purchase may be approved for \$20.00 instead of the entire transaction being declined.

\*Limitations are set forth in the Schedule.

**Remittance Transfers.** The term remittance transfer typically describes a transaction where a consumer sends funds to an individual in another country. Remittance transfers could consist of an international wire transfer, an international ACH transaction, a prepaid card, or a foreign draft. See special requirements “Cancelling a Remittance Transfer” and “Error on Remittance Transfer” below.

**Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions. *Currency Conversion Fee:*** If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. ***Cross-Border Transaction Fee:*** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transaction” shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**Preauthorized Credit:** If you arrange to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us at the number stated in the Schedule, or visit YOUR\$, to find out whether or not the deposit has been made.

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

**New Accounts:** Generally, you cannot make deposits at a non-Credit Union ATM. If we permit a deposit at an ATM that is not identified as ours with the Credit Union name, your deposit will not be available until the fifth business day after the day of deposit.

**Security:** For security reasons, there are limitations on the transactions that you may perform with any of your Credit Union Debit Cards or Credit Union ATM Cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member financial institutions you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits are set forth in the Rate and Fee Schedule. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

**Debit Card Transactions:** When you use your Credit Union Visa Debit Card (Debit Card) for payment, the merchant requests the Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant’s

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

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or four business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

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

**Fees.** Please refer to the Schedule for applicable fees.

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

#### **Right to Documentation.**

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

**Direct Deposits.** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. **You can call us at the telephone number or write us at the address listed in the Schedule,** or visit YOUR\$, to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.

**Periodic Statements.** Transfers and withdrawals transacted through an ATM or POS terminal, Choice24, YOUR\$ or debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

**Preauthorized Payments.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you should be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. You can call us, write us at the telephone number or address listed in the Schedule, or visit YOUR\$, to find out whether your payment has been made.

**Electronic Statement.** The Credit Union has the capability of capturing your periodic statement electronically (eStatement) and posting it in a secure manner so that you may retrieve it at your convenience. **YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON PAPER** or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. The Credit Union will provide you error-resolution information with each periodic statement. **Equipment Required:** You will need access to a personal computer or compatible mobile device and the Internet. The preferred browser is the most recent version of Microsoft Edge, Firefox, Safari or Chrome. To view your eStatement, you will need the most recent version of Adobe Acrobat Reader®. If you choose to print your statement, you will need access to standard printing capabilities.

**Authorizing eStatements.** You must sign up for eStatements through YOUR\$ which you can reach via our web site [www.tvfcu.com](http://www.tvfcu.com). We will consider your request for eStatements to be your agreement that the Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for pickup. Your statement will remain on the site for up

to 36 months from the date we notify you (6 months of notices and 3 years of tax documents). **We will stop sending paper statements on this account unless you notify us that you no longer wish to receive eStatements; however you can always request a special copy of the statement.** See the Schedule for applicable fees.

**Cancelling eStatements.** In order to cancel your eStatements **we must hear from you at least two business days before the end of a statement period, which is either the last business day of the month or last day of business for the quarter.** Charges may be applied for abusing the privilege of switching back and forth between paper and eStatements. To cancel eStatements, log in to YOUR\$, click on Accounts in the main navigation menu, then select eStatements. The eStatements portal will appear, click on Enrollment, and select your preference.

**Supplemental Paper Statement.** If you need to get a paper copy of your statement, you may do so by calling us at the telephone number listed at the end of this disclosure. See the Schedule for applicable charges.

**Member Responsibilities.** It is your responsibility to keep the Credit Union apprised of your current e-mail address. Failure to notify the Credit Union of e-mail address changes is treated just as failure to notify us of a new physical address. See the Schedule for this charge. If e-mail is returned undeliverable, we will attempt to re-send it; however, it is your responsibility to contact us if you do not receive your statement or notice of statement. You are also responsible for retrieving your statement. Statements will reside on the secure site for up to 36 months. If you do not pick up your statement within that time, you will have to call for a paper statement to be generated and pay the appropriate charge shown on the Schedule.

**Stopping a Preauthorized Payment.** You can stop any of these payments. Here is how: Call us at the telephone number listed in the Schedule in time for us to receive your request, three business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days of your call. See the Schedule for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information and/or is not provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. **Liability for failure to stop payment:** If you order us to stop one of these preauthorized payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. **Notice of Varying Amounts:** If these regular payments are to 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.

**Cancelling a Remittance Transfer.** Remittance Transfers to a beneficiary in a foreign country covered under Regulation E will be held up to 30 minutes upon your receipt of our disclosure confirming your payment order. Payment occurs when funds are deducted from your designated account to cover the Remittance Transfer amount and any associated fees and taxes, which begins the 30 minute time period for cancellation addressed herein. The 30 minute time period is not calculated from the time we actually send funds. You have a right to cancel and obtain a refund, including all fees within 30 minutes of your payment. In order to cancel, you must contact us within 30 minutes of payment at the phone number identified on your Remittance Transfer disclosure. When you contact us, you must provide us with information to help us identify the Remittance Transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel as long as the funds have not already been picked up or deposited into a recipient's account. After this 30 minute period you may not be able to cancel or amend a remittance transfer request. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expense we may incur in attempting to cancel or amend any transfer.

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

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM or system.
- The funds in your account are subject to legal process or other similar encumbrance.



- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

**Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

**Business Day Disclosure.** Our business days are set forth in the Schedule.

**In Case of Errors or Questions about Transactions.** In case of errors or questions about your electronic transfers, call us at the telephone number or write us at the address listed at the end of this disclosure, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA® Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and include to the extent possible, the type, date 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 orally, we may require that you send us your complaint or question in writing within ten business days, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten business days after we hear from you and will correct the error within 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. If we decide to do this, we will re-credit your account within ten business days of receiving the error notice, and will inform you, within two business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten business days, we may not credit your account. We will correct the error, if any, within 1 business day after determining that an error occurred. We will tell you the results within 3 business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final). **For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction,** we will have 90 calendar days instead of 45 business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than 30 calendar days, we will have 20 business days instead of ten business days to credit your account, and 90 calendar days instead of 45 business days, unless otherwise required by law, to investigate your complaint or question.

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

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

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

**Special Rules for Provisional Credit for Visa® Debit Card Transactions.** If you believe a Visa® Debit Card Transaction was unauthorized, we will recredit your account within five (5) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

**Error on Remittance Transfers.** If you think there has been an error or problem with your remittance transfer, call us, write us, or email us using the contact information listed on your Remittance Transfer disclosure. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) your name and address (or telephone number); (2) the error or problem with the transfer, and why you believe it is an error or problem; (3) the name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) the dollar amount of the transfer; and (5) the confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was an error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**Your Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of limiting your possible losses. You are responsible for all transfers you authorize using an EFT service under this Agreement. 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.

**Special Notice to Visa® Debit Cardholders.** If there is an unauthorized use of your VISA® Debit Card and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the zero (\$0.00) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. NOTE: VISA USA Operating regulations require the Credit Union to notify you of the following; if you participate in YOUR\$ Bill Payment or other PIN-less debit transactions using your Credit Union Visa® Debit Card, your transaction is considered a “non-Visa” transaction and may not receive Visa-associated protections and benefits. You should refer all YOUR\$ Bill Payment or other PIN-less debit transaction disputes to your biller rather than Visa. For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two business days after you learn of the loss or theft of your Card, PIN, or Access Code, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number, or address, set forth in the Schedule or at the end of this Booklet.

**Reporting A Lost Card, Access Device, PIN, or Choice24 PIN.** If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Booklet or the Schedule. If you recover your Card/Access Device after you have notified us, DO NOT USE



## **Funds Availability**

### **FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS - ALL ACCOUNTS**

This Disclosure applies to all “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules.

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

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

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

### **DETERMINING THE AVAILABILITY OF A DEPOSIT - ALL ACCOUNTS**

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our “cutoff time” on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Our cutoff times vary from branch to branch. If you make a deposit before 7:00 p.m. Monday through Friday, on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit after 7:00 p.m. Monday through Friday, or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit.

In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

### **IMMEDIATE AVAILABILITY FOR CERTAIN ITEMS**

The following types of deposits will usually be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$275.00 from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$275.00 availability is subject to the rule in the section titled **Longer Delays May apply**.

**Note -- ACH Transfers:** If you initiate a wire or ACH transfer from your account at another institution to your Credit Union account (called “ACH debit transfers”), the funds transferred in this way to your Credit Union account will be available on the first business day after the day we receive the deposit, at which time you withdraw the funds in cash and we will use them to pay checks you have written. However, the funds that you transfer by wire or ACH to your Credit Union account from your account at another institution cannot be wired out of your Credit Union account to a non-Credit Union account until the third business day after the day we receive the deposit.

### **IMMEDIATE AVAILABILITY FOR MOST OTHER ITEMS**

Our general availability policy for items not listed in the prior section is to make funds available to you immediately / on the first business day after the day of deposit. We generally make some portion of a day’s deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

## DEPOSITS AT AUTOMATED TELLER MACHINES

**Our Machines.** If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the first business day after the day of deposit.

**Other Machines.** If you make a deposit at an ATM that is not identified as ours with the Credit Union's name, your deposit will not be available until the fifth business day after the day of deposit. New members cannot make deposits at ATMs we do not own or operate within the first 90 days of the account relationship.

## LONGER DELAYS MAY APPLY

**Paper Checks:** In some cases involving paper checks, we will not make all of the funds that you deposit available to you as provided above. The first \$275.00 of your deposits, however, will generally be available no later than the first business day after the day 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; or soon after as reasonably practical. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on the Credit Union), and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725.00 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to nine business days. If we do so, we will provide you with a hold notice at the time of deposit or when we determine that we will hold the funds from the deposit.

## CASHING CHECKS

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

## OTHER ACCOUNTS

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

## FOREIGN CHECKS

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.

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

The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$550.00 will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

## **Truth-In-Savings Act Disclosure**

### **Share Accounts, Checking Accounts, Club Accounts, Money Market Accounts, Individual Retirement Accounts, and Health Savings Accounts**

1. **Rate Information.** The dividend rate and Annual Percentage Yield ("APY") on your accounts are set forth in the Truth-in-Savings Act Rate and Fee Schedule ("Schedule") provided with this Booklet. The dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors.
2. **Compounding and Crediting.** Dividends will be compounded and will be credited to your account every month. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued dividends.
3. **Balance Information.** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Schedule. "Daily Balance Method" Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.
4. **Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
5. **Transaction Limitations for All Share Savings Accounts.** Limitations are set forth in the first Section of this Booklet entitled "Membership, Accounts and Account Services Agreement." **Additional Limitations for IRA Savings Accounts:** You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.
6. **Excessive Transaction Fees.** The number and the fee may be stated in the Schedule. Share Savings account transactions are limited to three per month. Additional transactions during a month will cause a fee, as set forth in the Schedule, to be imposed.

## **TERM SHARE CERTIFICATE ACCOUNTS**

### **(Share Certificate and IRA Certificate Accounts)**

1. **Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Schedule and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's Board of Directors. The annual percentage

yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.

2. **Compounding and Crediting.** Dividends will be compounded every quarter for most Term Share Certificate Accounts. Dividends will be credited to your account every month or quarter depending upon your initial investment. Some Term Share Certificate Accounts may pay dividends at maturity. You may choose to have dividends paid to you or to another account each quarter. Dividends must be paid to you or to another account if credited monthly. If dividends are paid to you or to another account, dividends will not be compounded. The period begins on the first calendar day of the term and ends on the last calendar day of the term.
3. **Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Schedule. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.
4. **Balance Computation Information.** "Daily Balance Method" Dividends are calculated by the daily balance method which applies a daily periodic rate to the principle balance in the account each day.
5. **Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a certificate account, it becomes principal. If you close your Certificate account before any dividend is credited, you may not receive accrued dividends.
6. **Transaction Limitations.** In addition to any other applicable limitations described in this Booklet, after a Term Account is opened, you may not make deposits into the account before maturity. You may not make withdrawals of dividends from your account before maturity unless at account opening you arrange for dividend payments, if allowed by the Credit Union.  
**Additional Deposits:** Additional deposits may be permitted by the Credit Union from time to time. Check with the Credit Union to determine if applicable.
7. **Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Unions provides to you.
8. **Early Withdrawal Penalties – All Certificate Accounts.** You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of one year or less may receive a penalty for withdrawals before maturity. The penalty we may impose is the greater of seven days dividends on the amount withdrawn, or all dividends that have been earned not to exceed 90 days, or \$25.00. Unless stated otherwise, owners of accounts with a stated term of more than one year may receive a penalty for withdrawals before maturity. The penalty we may impose is the greater of seven days dividends on the amount withdrawn, or all dividends that have been earned not to exceed 180 days, or \$25.00. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.
9. **Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date.
10. **Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

## COMMON FEATURES OF ALL ACCOUNTS

1. **Nature of Dividends.** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.
2. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
3. **Limitations on Maximum Shares Held by One Member.** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.
4. **Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.
5. **Fees and Charges.** The fees and charges set forth in the Schedule may be assessed against your account(s).
6. **Par Value Requirements.** The Par Value of a membership share, which is set forth in the Schedule, will be funded by the Credit Union and held in an account at the Credit Union.
7. **Transaction Limitation on All Accounts.** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

**Tennessee Valley Federal Credit Union**

**P.O. Box 23967**

**Chattanooga, TN 37422**

**(423) 634-3600**

**(800) 634-3600**

**[www.tvfcu.com](http://www.tvfcu.com)**

# FACTS

## WHAT DOES TENNESSEE VALLEY 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 overdraft history

When you are no longer our customer, we continue to share your information as described in this notice.

### How?

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

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

### Questions?

Call (423) 634-3600 or toll free (800) 634-3600.

## Who we are

Who is providing this notice?	Tennessee Valley Federal Credit Union (TVFCU)
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## What we do

How does Tennessee Valley 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. We will partner only with those businesses that follow strict confidentiality requirements. You also have a responsibility to safeguard your financial information at all times.
How does Tennessee Valley 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</li> <li>• Apply for a loan</li> <li>• Pay your bills</li> <li>• Use your credit or debit card</li> <li>• Make deposits or withdrawals from your account</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 non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

## Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>We currently have no affiliates.</i></li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>We do not disclose any nonpublic personal information about our members and former members to anyone, except as permitted by law.</i></li> </ul>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include:</i> <ul style="list-style-type: none"> <li>• <i>Credit card companies</i></li> <li>• <i>Insurance companies</i></li> <li>• <i>Mortgage companies</i></li> <li>• <i>Financial service providers</i></li> </ul>

## Other Important Information

### **For California Customers:**

We will not share personal information with non-affiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

**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.

### **For any information regarding privacy issues please contact us:**

Tennessee Valley Federal Credit Union  
P.O. Box 23967  
Chattanooga, TN 37422  
(423) 634-3600



