



**MEMBERSHIP AGREEMENTS  
AND DISCLOSURES**

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**Notice to Members:** The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed Agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read paragraph 22 and related provisions to ensure you understand the pledge of shares to the Credit Union.

**Active Military Members and Dependents:** To the extent that any terms or conditions in this Membership Agreement and Disclosures are different from the terms in any Military Lending Act Disclosure & Addendum ("MLA Disclosure") provided to you with regard to any particular loan, the MLA Disclosure shall govern.

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

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## INTRODUCTION

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

**Special Note:** Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. **The purpose of this 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 a Membership Application and Signature Card or your use or continued use of any account or account services after receiving this Booklet, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Booklet, and the *Rate and Fee Schedule*, as amended from time to time.

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

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

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

"**Access Device**" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to

access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction.

**“Authorized User” and “Authorized Use”** 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 any access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number).* If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of 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.

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

**“Actual Balances and Available Balances”** As explained in this Agreement there are many circumstances that will affect your access to the funds in your accounts (for example See Section 8.j.). Many of these transactions are beyond the Credit Union’s control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained in the Section in this Agreement on Funds Availability and under certain circumstances explained in Sections 8, 22-24, and elsewhere. Thus, your account records may show an “Actual Balance” and an “Available Balance.” The Actual Balance is the total amount of funds in your account(s). The Available Balance is the amount of the Actual Balance that is available for transactions (withdrawals, write checks, debit transactions, online banking or other authorized transactions). You should take care only to make transactions against the Available Balance as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account as new or additional transactions cannot be processed until funds are available for transactions. This may result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection Fees as a result of exceeding your Available Balance. To know the Available Balance you may check – list resources member can check as offered by

your Credit Union – e.g. online banking, telephone call resources, etc.). Also, be sure you understand the order in which your transactions are paid as explained in Section 8 so that you may avoid making transactions that exceed your Available Balance.

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

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

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

**“Transaction or transaction”** means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g. to request one hundred dollars you will use: “\$100” “\$100.00” or the English equivalent: “One Hundred Dollars.”). We are not obligated to follow any other instructions.

**3. Compliance with Laws and Inappropriate Transactions or Account Relationship:**

You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions or limitations may affect some otherwise proper or

allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.

**Restrictions on Accounts.** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses", "Internet Gambling Businesses" and "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.

4. **Taxpayer Identification Numbers (TIN) and Certification:** Pursuant to the Account Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.
5. **Credit Union's Right to Investigate:** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users.
6. **Credit Reports, Membership-Account Eligibility, Other Credit Union Services, and Social Media:** To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your

rights, 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 the Credit Union's or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicate with us via social media we may use any social media addresses you may establish from time to time.

7. **Deposits to Your Account(s) and Instruments Paid/Cashed:** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.
- a. **Endorsements:** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.
- b. **Substitute Checks:** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
- c. **E-Checks:** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.
- d. **Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any

order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items ("NSFs") that you must pay to us if we incur any loss in seeking to collect such items for you.

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

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

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

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

- h. **Checks From Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink:** The Credit Union approves the vendor(s) listed in the Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or

may print terms or limitations that we do not agree to on such checks. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or our failure to use wash preventive ink in the writing of any check(s).

**8. Transactions from Your Account(s):** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in 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.

**a. Payment Order of Your Transactions:** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) in what is referred to as Presentment Files *daily*. Each Presentment File received commonly contains a large amount of a specific type of item (ACH, Check, 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: *ACH items in each Presentment File post credits first, then debits paid by order of presentment; checks are paid in order of highest dollar amount to lowest dollar amount; ATM/POS items are paid in the order they are presented.* Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

**Why this is Important to You:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, *items to be paid first* (such as your rent or mortgage payment), but may *increase* the number of items returned for non-sufficient funds or paid by overdraft. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere in this Agreement. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**b. Restrictions on Withdrawals from All Accounts.:** 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 a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements.

In addition to the foregoing, if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member's possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.

- c. **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 *Rate and Fee 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.

**Excessive Transactions:** Transfers/withdrawals in excess of the transfer/withdrawal limitations described above may be subject to a fee as set forth in the *Rate and Fee Schedule*. For accounts in which activity continues to violate these limits after we notify you of activity exceeding the limits, Regulation D requires that either the account be closed or that the funds be transferred to a transaction account that the depositor is eligible to maintain.

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

- e. **Checking Accounts:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the *Rate and Fee Schedule*. 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 in any order determined by us, 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 *Rate and Fee Schedule* for each requested item and /or for research as applicable.
- f. **Non-Member Check Cashing:** You agree that we may impose a fee as set forth in the *Rate and Fee Schedule* on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our discretion, limit the locations at which we will cash checks written on your Account payable to non-Credit Union account holders (A request that Credit Union cash the check at any other location is not a proper presentation 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.

- g. **Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to the address of record.
- h. **Temporary Holds and Authorizations for Amounts in Excess of Transactions:** To facilitate certain electronic 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, or 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).***
9. **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 only 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 *Rate and Fee Schedule*. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.
10. **Account Rates and Fees:** Fees applicable to all accounts and account services are set forth in the *Rate and Fee Schedule*. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the *Rate and Fee Schedule*. You agree that we may change the *Rate and Fee Schedule* at any time upon proper notice as required by law.

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

12. **Account Access:**

- a. Authorized User(s). All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.
- b. Access to Account Information. You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.
- c. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others. You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, re-financings, sales, trades, transfers, exchange or transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments.
- d. Access to Third Parties. When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever

relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.

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

13. **Powers of Attorney:** You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make Transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and Transactions.

You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of Transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

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

You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

14. **Overdraft and Overdraft Protection Plan:** An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise that we pay or if we impose a fee that exceeds the balance in your account(s) (“Overdraft”). Unless you have an approved overdraft protection agreement with us, you agree not to cause any Overdraft on any of your accounts with us. If we decide not to pay an overdraft, the transaction shall result in an insufficient funds transaction (an “NSF”). The Credit

Union, in its sole discretion, may pay any Overdraft via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the *Rate and Fee Schedule* for any Overdraft or any NSF. You agree to pay to us promptly the amount of the Overdraft as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you of any Overdraft, any NSF, or charge that creates a negative funds balance in your account(s). You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

15. **Postdated and Stale Dated Drafts:** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the *Rate and Fee Schedule*. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable. **We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.**
  
16. **Stop Payment Orders:** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to 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 *Rate and Fee Schedule*. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us.

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

The Credit Union will not be responsible for any loss as a result of honoring a check:

- 1) more than fourteen (14) days after receipt of your oral order to stop payment;
- 2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein;
- 3) through inadvertence, oversight or accident, we honor any postdated check;
- 4) if you fail to provide us with complete or accurate information; or
- 5) if 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 stop payment order.

***Insufficient Funds and Cashier's Checks:*** You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order.

***Cashier's Checks:*** 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 for the date issued.

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

18. **Statements:** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) 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 33 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 33-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.**

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in

such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within **33** days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

19. **Change of Name or Address:** You will promptly notify us of any change of address or your name, including your e-mail or other electronic address **by writing us at the address set forth in this booklet.** 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, constitutes effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the *Rate and Fee Schedule* to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.
  
20. **Inactive or Dormant Accounts:** If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the *Rate and Fee Schedule*, we may classify your account(s) as *inactive*. An account is generally only considered *dormant* when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the *Rate and Fee Schedule* for inactivity, which is generally the failure to transact any business on an account for the period set for in the *Rate and Fee Schedule*. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the *Rate and Fee Schedule* for processing your dormant account (“Abandoned Property/Dormancy

Processing Fee"). Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

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

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service 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; (13) you have an account that does not maintain a required par value for a membership account or

any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (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.

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

**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).

**22. Statutory and Consensual Liens on Shares:** By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's

contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; 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.

23. **Right of Set Off:** You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.
24. **Status Quo – Collateral Preservation:** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or “freeze” on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or “freeze” funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.
25. **Telephone Requests; Recording 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 phone call with us may be monitored or recorded by us or our affiliates. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages

26. **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.
27. **Right to Refuse Instructions/Orders:** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not in the best interest of the Credit Union.
28. **Miscellaneous:** In this Agreement, further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State set forth in the *Rate and Fee Schedule*, which law together with specifically applicable federal laws govern this Agreement. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted in the *Rate and Fee Schedule*. 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.
29. **Amendments and Changes:** Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient.

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

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

31. **Payable on Death Designations:** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card; and pursuant to applicable laws. During their lifetime, owners may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law. If all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner.
32. **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 distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.

33. **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.
34. **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.
35. **Club Accounts:** The Credit Union offers 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 your checking account and then into your primary savings account*, or by such other means set forth in the *Rate and Fee Schedule*. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period.
36. **Electronic Records:** You acknowledge and agree that we may, in our discretion, store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.
37. **"E-Mail" and Facsimile Communications:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, 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 and Signature Card, or any other

application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for 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.

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

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

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

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

If there is a dispute between any person(s) and/or private or government organization over an accounts, or we are uncertain who is entitled to access an account or the funds in an account (“disputes”), you agree that we may hold the

funds in the account and may not release the funds in the account until all persons or organizations that may claim an interest in the accounts/funds agree in 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 who or organizations that are entitled to access the account and/or the funds in the account obtains 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 accounts 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 that he or she are 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.

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

## ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

- 1. Purpose of this Section.** All agreements set forth in this Agreement, remain in effect except as specifically modified in this Section.
- 2. Transactions we Facilitate:** As a user of electronic funds transfer service, you may have access to *Powerline, Web Account Access, On-line Bill Pay, VISA® Debit, Automated Clearing House (ACH) services, and specifically identified Automated Teller Machines (ATM).*

The following are types of Electronic Funds Transfers we may offer now or in the future, not all of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via ACH (Automated Clearinghouse), 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 Web Account Access.

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

**Preauthorized payments:** You may make recurring payments from your checking or savings accounts.

**Electronic Check conversion (ECK) transaction:** An ECK transaction 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.

**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.

**POWERLINE AND WEB ACCOUNT ACCESS.**

You may access your account through *Powerline*, our telephone transaction system. You use your account number and your Powerline identification number, authorization code (PIN), and a Touch-tone phone.

You connect to *Web Account Access* from our website: [www.gemc.org](http://www.gemc.org), by entering your Credit Union login and your password. You must then accept any additional agreements and/or disclosures and select a new password and respond to any challenge questions as required by our systems.

Monetary transfers from share savings and Money Market accounts via *Powerline* and *Web Account Access* are included, under Regulation D, as part of the six allowed transfers per month. *Powerline* and *Web Account Access* are available for your convenience 24-hours per day. This service may be interrupted for a short time each day for data processing.

Transactions include:

	Powerline	Web Account Access
Withdraw funds from savings or checking accounts	✓	
Transfer funds from share savings to any sub account or to another member account	✓	✓
Make loan payments from related share or saving accounts (Credit Union loans only)	✓	✓
Verify Cleared Transactions / Checks	✓	✓
Look up status / information on your loan, certificate and share/share draft accounts, including balances, interest, tax, and IRA information	✓	✓
Access online statements (e-statements)		✓
Verify the last date and amount of your payroll deposit	✓	✓

Make bill payments to preauthorized creditors		✓
Reorder Checks	✓	
Request stop payment orders	✓	
Request copies of cleared checks	✓	

**ON-LINE BILL PAYMENT SERVICES.**

You may pay recurring bills through *On-line Bill Payment Services*. Payments may be made from checking and savings; however, Regulation D limits the number of transfers from savings to no more than six a month. Some vendors will not accept payments made through on-line bill payer systems. If you select a vendor that will not accept payment, you will receive an e-mail notice that the vendor will not accept your payment.

**To sign up:** When you click on the Bill Payment button, you are given an opportunity to complete the enrollment form. To apply for this service, go to [www.gemc.org](http://www.gemc.org) and login. Click on the Self-Service Tab; click on Bill Pay Enrollment; read and acknowledge the “Bill Pay Terms and Conditions”; click on “Enroll in Bill Pay” to accept the service.

Bill Payment functions include the following:

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

**Timing of payments:** Credit Union processes payments through a third party vendor and is not responsible for the timing of payments. Allow a *sufficient number* of working days for your payment to reach the vendor. Mail payments take longer than those sent electronically. The vendor determines which type of payment it will receive. 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 must have sufficient funds in your account to cover the payment. We will not take your balance negative to make a scheduled payment.

**Liability:** 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 Credit Union be



liable for consequential, indirect, or punitive costs or damages. 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.

**WEB ACCOUNT ACCESS ACCOUNT POLICY.**

Beginning January 1, 2011, we will begin to disable *Web Account Access* accounts which have not been in use for over six months and will continue to disable accounts on a monthly basis. If you would like your *Web Account Access* account to remain active, log into your account at least once every six months.

**VISA® DEBIT CARD.**

If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account.

For one-time debit transactions, you must consent to the credit union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the *Rate and Fee Schedule*.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts, together with any service charges, to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, STAR, Cirrus, CU24, and CUHere networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the **VISA®** and STAR networks. However, provisions of this agreement relating to **VISA®** transactions do not apply to transactions processed through non-**VISA®** networks. To initiate a **VISA®** Debit transaction, you may sign a receipt, provide a card number, or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a **VISA®** network. *Please refer to the Member Liability section of this Agreement for terms and conditions.*

## **ATM CARD.**

If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, STAR, Cirrus, CU24, and CUHere networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the *Rate and Fee Schedule*.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union. Items drawn on an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when the Credit Union receives final payment. *More specific information is included in the Funds Availability Policy Disclosure section of this Agreement.*

The following limitations on the frequency and amount of **VISA® Debit Card or ATM** transactions may apply:

There is no limit to the <u>number</u> of POS or <b>VISA®</b> Debit Card purchases you may make in any one (1) day. Purchase amounts are limited to the available amount in your account.
You may <u>purchase</u> up to a maximum of \$500 (using ATM Card linked to your share draft account) or \$1,500 (using <b>VISA®</b> Debit Card) from POS terminals per day, if there are sufficient funds in your account.
You may make up to nine (9) cash <u>withdrawals</u> in any one (1) day from an ATM machine. You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
Loans must be paid and up-to-date for the card to stay active.
Maximum number of invalid PIN attempts is three (3). Once the maximum is reached, the card will be deactivated for a 24 hour period.
For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
You may transfer up to the available balance in your accounts at the time of the transfer.
See <i>Membership Account and Account Services Agreement – General Terms and Conditions. Item 8(b)</i> for transfer limitations that may apply to these transactions.

**\*ATM TRANSACTIONS.**

You may access your account(s) by Credit Union ATM using your ATM or **VISA®** Debit Card and personal identification number (PIN) to:

Get balance information on savings and checking accounts
Make withdrawals from savings and checking
Transfer money from savings to checking and transfer money from checking to savings
At foreign** ATMs, you can get balance information and make cash withdrawals and deposits from checking or savings, depending upon how your account is set up
Some of these services may not be available at all terminals. The way your card is set up also affects what transactions you can do

**\*Other ATM Card Transactions:** You can use your Credit Union ATM 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 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.

*\*Limitations are set forth in the Rate and Fee Schedule.*

*\*\*Foreign ATMs are machines we do not own that allow access via the networks set forth in the Rate and Fee Schedule, which may change from time to time.*

**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 “what to do if You Want to Cancel a Remittance transfer” and Error on Remittance Transfer Rules 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®** 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®** used 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 reimburse it for the fee it is required 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.

**Prauthorized credit:** If you arrange to have direct deposits 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 to find out whether or not the deposit has been made.

### 3. **Fees.** Please refer to the *Rate and Fee 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. Credit Union may charge you a fee for using a non-Credit Union machine as set forth in the *Rate and Fee Schedule*.

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

- a. 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.
- b. 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 or write us at the telephone number or address listed in the *Rate and Fee Schedule* 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.
- c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, Telephone, Web Account Access or check 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.

**5. Electronic Statement.** Credit Union has the capability of capturing your periodic statement electronically (e-statement) and posting it in a secure manner so that you may retrieve it at your convenience. YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON PAPER or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. Credit Union will provide you error-resolution information with each periodic statement. **Equipment Required:** Access to the services requires a browser that supports the SSL (Secure Sockets Layer) protocol. Netscape Navigator 3.0 (or higher), and Microsoft Internet Explorer 3.0 (or higher) both support this protocol, and are certified for use at our site. Other browsers that support SSL, HTML 3.0, Java, Script, and tables may work, but we strongly recommend using one of the two browsers mentioned above. If you choose to print your statement, you will need access to standard printing capabilities.

**Authorizing e-statements:** You must sign up for e-statements through Web Account Access via our web site [www.gemc.org](http://www.gemc.org). We will consider your request for e-statements to be your agreement that Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for pickup. Your statement will remain on the site for up to 12 months from the date we notify you. **We will stop sending paper statements on this account unless you notify us that you no longer wish to receive e-statements; however you can always request a special copy of the statement be created for you.** See *Rate and Fee Schedule* for applicable fees.

**Canceling e-statement:** If you are not happy with your e-statement after you have tried it for at least one full quarter (3 months), we will switch you back to paper statement at no charge. **We must hear from you at least five (5) 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.) To switch from e-statement back to paper statements, call us at the number in the *Rate and Fee Schedule* and ask us to re-set your account for paper statements. We may ask you to put your request in writing and deliver it to us within 14 business days.

**Supplemental paper statement:** If you need to get a paper copy of your statement, you may do so by calling in the number(s) previously listed. See the *Rate and Fee Schedule* for applicable charges.

**Member Responsibilities:** It is your responsibility to keep Credit Union aware of your current e-mail address. Failure to notify Credit Union of e-mail address changes is treated just as failure to notify us of new physical address. See the *Rate and Fee 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 picking up your statement. Statements will reside on the secure site for up to 12 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 *Rate and Fee Schedule*.

6. **Stopping a Preauthorized Payment/ Notice of Varying Amounts.** You can stop regularly scheduled 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 14 days after you call. See the *Schedule* for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item.

**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.)

7. **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:
- a. You do not have enough money in your account to make the transaction through no fault of ours.
  - b. The terminal where you were making the transaction does not have enough cash.
  - c. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
  - d. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
  - e. You have not properly followed instructions for operation of the ATM or system.
  - f. The funds in your account are subject to legal process or other similar encumbrance.
  - g. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
  - h. 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.
8. **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.

9. **Business Day Disclosure.** Our business days are Monday – Friday, excluding federal holidays.
10. **In Case of Errors or Questions About Transactions.** In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in either section E, Membership Liability, or 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:
  1. Tell us your name and account number.
  2. Describe the transfer you are unsure about, and include to the extent possible the type and date, and explain as clearly as you can why you believe it is an error or why you need more information.
  3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) 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. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (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 ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead

of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

**Special Rules for Provisional Credit for VISA® Debit Card Transactions.** If you believe a **VISA® Debit** Card Transaction was unauthorized, we will re-credit your account within five (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 re-credit 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.

**Errors 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 the back of this publication. 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 (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

11. **Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. 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 Card Holders.** If there is an unauthorized use of your **VISA® Debit** Card or an Internet transaction, 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 above 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. **See limitations applicable to Non-PIN transactions earlier in this agreement.**

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, 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 (2) 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 sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can 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 will 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 and address set forth on the front cover of this booklet.**

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

- 12. Reporting A Lost Card, Access Device, PIN, or Powerline 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 *Rate and Fee Schedule*. If you recover your Card/Access Device after you have notified us, **DO NOT USE IT.**

## AVAILABILITY OF FUNDS YOU DEPOSIT WITH THE CREDIT UNION

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. The earliest cutoff time at any of our branches is 4:00 p.m. (local time at the branch).

If you make a deposit at an ATM before 4:00 p.m. (local time, at the ATM location) on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM on or after 4:00 p.m. (local time) or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

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

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 \$200 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 \$200 availability is subject to the rule in the section titled **Longer Delays May Apply**.

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

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

**IMMEDIATE AVAILABILITY FOR MOST OTHER ITEMS.** Our general availability policy for items not listed in the prior section is to make funds available to you *on the same business day*. 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:** *ATMs identified as ours with the Credit Union's name do not accept deposits.*

**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 (5<sup>TH</sup>) business day after the day of deposit. *New customers cannot make deposits at ATMs we do not own or operate within the first 30 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 \$200 of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit; 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 \$5,000 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 (7th) business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions.

For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,000 will be available on the *ninth (9<sup>th</sup>)* business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 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 **ninth (9<sup>th</sup>)** business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than nine (9) business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

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

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

**FOREIGN CHECKS.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this 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 *Rate and Fee 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 \$400.00 will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

## 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 *Rate and Fee Schedule* are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.
- 2. National Credit Union Share 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 *Rate and Fee Schedule* may be assessed against your account(s).
- 6. Par Value Requirements.** The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the *Rate and Fee Schedule*. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account.
- 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.

**Notices and "Joint Relationships."** Except where expressly required by applicable law, we will provide all notices to the person (member) listed first on any application,

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

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

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

### ATM SAFETY PRECAUTIONS

(O.C.G.A. 7-8-4):

1. Avoid facilities in dark or remote places. Park in a well-lighted area.
2. Be alert and aware of your surroundings. If you see people lurking around the ATM (i.e., in a parked car or at a pay phone), go somewhere else.
3. At a drive-up facility, keep your doors locked and all passenger windows closed.
4. Keep your card in a safe place. Keep your PIN safe. Don't give it to anyone.
5. Minimize your time spent at a machine. Have your card ready and all transactions prepared when you approach an ATM.
6. If you sense another person crowding you or attempting to view your transaction, cancel the transaction and leave the location. Guard against others observing your PIN entry.
7. Refrain from displaying your cash at the ATM. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home. Be sure to take your ATM receipt with you.
8. Look at the ATM before using it. If it doesn't look right, don't use it. If an ATM has any unusual signage, don't use it.
9. If you are followed after making a transaction, go to the nearest public area where people are located.
10. Don't fall for "con games". Watch out for people who try to "help" you at an ATM. If anyone asks you to withdraw money for any reason, leave the area at once.
11. Check your statements to be sure there are no unusual withdrawals.
12. Report all crimes to the credit union and law enforcement immediately.

## CONTACT US



### **GEMC CREDIT UNION**

2100 East Exchange Place  
Suite 101  
Tucker, GA 30084

470-514-3000  
(888) 959-7132  
Fax: (770) 938-9221

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### **Branch Offices**

#### **Douglasville**

11490 Veterans Memorial Hwy  
Douglasville, GA 30134  
(770) 949-3557

#### **Dallas**

120 Greystone Power Blvd  
Dallas, GA 30157  
(770) 445-2800

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