

# Membership Account Agreement and Disclosures April 2024



- Membership, Account, and Account Services Agreement
- Resolving Claims
- Electronic Funds Transfers and Electronic Services Agreement and Disclosures
- The Availability of Funds You Deposit with the Credit Union
- Truth in Savings Act Disclosures
- Credit Union Rewards Program

**This Membership Account Agreement and Disclosures (“Agreement”) is subject to Arbitration under the state laws as stated in the section, herein, titled “Resolving Claims” and The Federal Arbitration Act §9 USC 1 ET SEQ. This Section explains any opt-out rights you may have and steps to exercise such rights.**

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

**This Agreement governs all services whether opened now or in the future and we may modify, change, or amend the terms of this Agreement, the Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.**

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

## Introduction

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

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

**1. Terms, Conditions, and Limitations of Your Relationship with the Credit Union:** The following terms govern our relationship with you. 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. Otherwise, to the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. You agree at all times that you will comply with all Applicable Laws. “Applicable Laws” shall include: (i) Visa® U.S.A. Inc. Bylaws, Visa® U.S.A. Inc. Operating Regulations, Visa® U.S.A. Inc. Certificate of Incorporation, Visa® International Bylaws, and Visa® International Operating Regulations; (ii) The National Automated Clearing House Association’s (NACHA’s) Operating Rules may change to local ACH – e.g. NACHA; (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

**2. 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.

**3. Disabilities:** We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

**4. General Definitions/Requirements/Biometrics:** In this Agreement the words “you” or “your(s)” mean everyone that signs any agreement 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.

**5. Use of Biometrics/Fingerprints:** The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any requirements we or the third party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction.

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

**7. "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, an 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 or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a Power of Attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered, but may not close any account(s) or terminate any services without the owner's specific written consent. **"Check"** means an acceptable written "instrument" on your account(s), and includes the term "share draft."

**8. Actual Balances and Available Balances:** In order to manage and understand how transactions are processed, including when fees such as overdraft fees may apply, you understand and agree to the following.

How do we determine your account's available balance? Your Actual Balance is the total amount of money in your account. The Actual Balance does not take in to account outstanding transactions authorized by the accountholder or anyone using your Access Device. The Actual Balance may not always depict an accurate display of what you may spend without overdrawing your account.

The Available Balance is the total amount of funds in your account less holds placed on deposits and less holds on debit card authorizations not yet presented for payment. While an Available Balance shows as immediately available for use, it may not always depict an accurate display of what you may spend without overdrawing your account. For example: You have an Actual Balance of \$75 and an Available Balance of \$75. You then swipe your debit card at the grocery store; an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your available balance by the amount of the authorization which is \$25. Your Actual Balance would still be \$75 because this transaction has not yet posted, but your Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Actual Balance will be reduced by the amount of the posted transaction and both your current and available balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the Actual Balance may be greater), you may overdraw our account since transactions ARE posted against the Available Balance. This may result in insufficient funds transactions; overdraft privilege fees; returned items and fees; and overdraft protection fees as a result of exceeding your available balance. To know the available balance, you may use Online Banking (including mobile app) or the interactive phone system anytime (subject to system availability), or by calling the Credit Union during regular business hours. It is important to understand the order in which your transactions are paid as explained in Transactions from Your Account(s) to avoid making transactions that exceed your Available Balance.

We use your Available Balance to determine when your account is overdrawn prior to assessing non-sufficient fees (NSF) or overdraft fees, if you are opted into overdraft protection. The following is an example: Your Actual Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase, the merchant requests an authorization, and a hold is placed on the \$70. Your Available Balance is now \$30. Your Actual Balance still shows as \$100. Before the merchant sends the transaction to us for payment, a \$35 check you wrote clears your checking account. Because you only have \$30 available when the check is presented, your account will be overdrawn by \$5, even though your Actual Balance shows \$100. In this case, we may pay the \$35 check, but you will be charged an overdraft fee, even though your Actual Balance exceeds the amount of the transaction. The fee will be deducted from your account, further reducing your Available Balance (to -\$40.50). When the merchant requests payment for the \$70 debit card transaction, your Available Balance no longer has sufficient funds to cover it. This will result in an overdraft fee for the \$70 transaction even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

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

In addition, your Available Balance may not reflect all of your pending debit card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions range from zero-five (0-5) days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid.

Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within three (3) business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

**Note:** Holds placed on your account balance for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your available balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed. Why is this important to you? The order in which items are paid is important if there are not enough available funds in your account to pay all of the items presented for payment. Our payment policy may cause your larger, more important items, (such as your rent or mortgage payment), to not be paid first, but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits and credits) and practice good account management. This will help you avoid writing checks or share drafts without sufficient available funds and incurring overdraft fees.

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

- Outstanding checks and authorized withdrawals (such as recurring debit card transactions and ACH transactions that we have not received for payment)
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add
- Debit card transactions that have been previously authorized but not sent to us for final payment. We must release the transaction authorization hold after three (3) business days (or up to 30 business days for certain types of debit card transactions, including car rental, cash, and international transactions) even though the transaction may be sent for payment from your account, which we must honor, at a later date. This can result in what is commonly referred to as “Authorize Positive, Settle Negative,” which can result in an overdraft if other transactions draw your account negative before final payment. Since we do not know all the transactions you may enter into, we have to rely upon you to manage your account in order to avoid an overdraft.

**9. How Do We Process (Post) Transactions to Your Account:** See the section Payment Order of Your Transactions. The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your checking accounts if the amount of the debit exceeds the funds available in the applicable checking account. Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.

**10. Instrument:** 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.

**11. 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 Account and Services Application or an Account Modification Agreement.

**12. 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, payable on death (POD), 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 Individual Retirement Account (IRA), Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

**13. Transaction or transactions:** 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.

**14. Important Conditions that may Affect Access to Services, Credit Union Offices and/or Limitations on Services:**

- a) 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.
- b) 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.

- c) Limitations on Account and Services for Members who Reside in Non-US Countries or Territories; or in Certain US States:** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations. The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.
- d) Virtual Currency.** We do not accept accounts transacting in any type of virtual currency (crypto-currency) services or transactions. Prohibited transactions include, but are not limited to: (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ATMs dealing specifically with crypto-currency (iv) credit or debit card transactions.
- e) Monitoring.** We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account. (Refer to Termination or Restriction of Account(s) and Service(s)).
- f) Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God:**
- **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.
  - **Official Health Guidance.** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.
  - **Face Masks.** For security reasons all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

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

**16. 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 users access device(s) including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

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

**18a. Privacy and Confidentiality:** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under the section Termination or Restriction of Account(s) and Service(s), and Standards of Conduct and Behavior in this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.

**18b. Agreed Exception to Privacy Restrictions—Fraud or Financial Exploitation:** It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.

**19. Deposits to Your Account(s) and Instruments Paid/Cashed:** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic

funds transfer allowed by us. Should we accept a deposit from you by any electronically created item (example includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

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

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

**20. 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.

**21. 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.

**22. eChecks:** When you or any person with authority authorize any eCheck 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 eCheck you authorize.

**23. Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Membership and Account Services Application or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-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.

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

**25. 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.

**26. 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).

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

**28. 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 your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

**29. 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.

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

- **How do we process (post) transactions to your account?** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid in order of check number, lowest to highest; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest, and generally we will receive up to six (6) ACH presentment files per day; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations 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 not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed 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.
- **Third parties.** You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with “code” transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you. “Multiple presentments”: Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment may be charged a separate overdraft fee even though it may be for a repeat presentment.

**31. Restrictions on Withdrawals from All Accounts/Transactions:** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7), but not more than 60 days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due; or (6) you request a large cash transaction as defined in the Schedule. 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 is set forth in the Schedule and may change any time without prior notice) 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. In addition to the foregoing, for reasons that include your safety and that of the Credit Union, large amounts of cash are not maintained at any Credit Union facility. Therefore, daily cash withdrawals are limited to the sum set forth in the Schedule. Any amounts in excess of such limit must be facilitated by other means such as a cashier’s check or wire transfer.**

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

**33. Transaction Limitations for All Share Savings and Money Market/Money Management Accounts (all referred to as “savings account” herein):** This Agreement imposes limits on the number of certain types of withdrawals and transfers you can make each month from a savings account. Please note that these limits do not apply to withdrawals you make at one of our branches, by mail or at an ATM. You can make no more than six (6) transactions each monthly statement cycle (or each month if you have a quarterly statement cycle) from among the following:

- Preauthorized transfers from your savings account (including transfers for overdraft protection)
- Telephone transfers or other electronic transmissions from your savings account.
- Online Banking and Mobile Banking transfers or bill payment transfers from your savings account.
- Transfers by check, draft or debit card, if allowed on your savings account.

We count a transaction on the date we post it to your savings account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle.

If you exceed the transaction limits on more than an occasional basis, we may revoke your privileges on that account or we may convert your savings account to another type of account, such as a checking account. Your funds may no longer earn dividends after we convert your account.

When you use our Online Banking bill payment service, we recommend that you do not use a savings account as your bill payment account because of these limits on transfers.

**NOTE:** Even if you make no more than six (6) transactions in a month, a fee may still apply to some withdrawals or transfers. Please review the Schedule for your account to ensure you understand when fees may apply and the amount(s) of those fees.

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

**35. 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 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 as set forth in the section Payment Order of Your Transactions of this Agreement, 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.

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

**37. Substitute Checks and Your Rights:** What is a substitute check? To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

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

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

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

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

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

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

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

**41. 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 on your Membership and Account Services Application with us and will be mailed to the address of record.

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

originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, **we recommend you not use your debit card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).**

**43. International ACH Transactions.** You acknowledge that in the event an International ACH Transaction (“IAT”) Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union’s screening criteria for review and examination under the OFAC Rules and Regulations (“OFAC”) Rules, then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the forgoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide account holder such notice as may be required by the NA-CHA Rules, OFAC Rules, or other applicable laws and regulations.

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

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC), would violate any applicable provision of any risk control program of the National Credit Union Administration (NCUA) or applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

You agree that any such action allowed above is a permissible under the **terms of this Agreement and all laws and regulations applicable to the availability of funds held in deposit accounts and otherwise.**

**45. Copies of Documents:** We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the section titled “Check 21” above. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS herein or in your Mobile or Remote Deposit Capture Agreements.). You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Schedule may also apply.

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

**47. Account Rates and Fees:** Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.

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

**49. 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, refinancings, sales, trades, transfers, exchanges, 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.

**50. 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 of Attorney, we may continue to recognize the authority of your agent or Attorney-in-Fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

We within our discretion may not recognize a Power of Attorney given by one owner of a joint account without the consent of the other joint 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.

**51. Personal Agency Accounts:** Personal agency accounts are governed by North Carolina General Statute 54-109.63. The agent named on the account may sign checks, withdraw funds, make deposits, and obtain account information. A personal agent has no ownership rights or interest in the account. If an owner of the account becomes incapacitated or mentally incompetent, you agree that the agent will have the authority to continue acting on behalf of the owners. The personal agent's authority ends upon the death of the last owner and the money remaining in the account will be released to POD beneficiaries or controlled by the will or inherited by the heirs of the last account owner to die.

**52. What is Overdraft Protection:** This is an optional service you can add to your checking account by linking other eligible accounts. We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is \$50 or more, and can cover the overdraft (plus the overdraft fee), we will transfer the exact amount needed or a minimum of \$50. If the available balance in your savings account is less than either \$50 or the amount needed, we will transfer the available balance. The overdraft fee (if any) will be charged to your checking account.
- **Advances from linked line of credit account.**

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

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

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

**54. What is the Credit Union's Standard Courtesy Pay:** Our Courtesy Pay is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove Courtesy Pay from your account by speaking to a Credit Union representative by contacting us at the numbers in the Schedule or as listed on our website. The amounts available for use under Standard Courtesy Pay and Courtesy Pay Extra are dynamic, which means they may change. Amounts available for Standard Courtesy Pay and Courtesy Pay Extra are based on deposit trending analysis programs and may change as often as every day.

**Important:** If Standard Courtesy Pay and Courtesy Pay Extra overdraft protection are removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for overdraft protection to cover a transaction:

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

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

**56. General Terms:** You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of

any owner or authorized users. ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

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

**58. 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 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 14 days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; (4) if you fail to provide us with complete or accurate information; (5) or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

**59. 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.

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

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

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

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if 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.

**62. Change of Name or Address:** You will promptly notify us of any change of address, change of phone number, or your name, including your e-mail or other electronic address by: (1) writing us at the address set forth in the Schedule; (2) calling us during regular business hours; or (3) Online Banking by updating in My Information or by e-mail using the Credit Union's secure web site (the portion of the site you may access after entry of your user name and password or PIN). In the absence of such notice, any mail, disclosure, or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that 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 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.

**63. Inactive or Dormant Accounts:** If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set for in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Schedule for processing your dormant account ("Abandoned Property/Dormancy Processing"). 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.

**64. 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 "improper or abusive conduct," and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members. You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You may terminate a single party account at any time by notifying us in writing. We have the right, but not an obligation, to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service including any rewards program-for cause 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 with the Credit Union as needed to assess any services, transactions or issues [this will in no way affect any claims you may assert under any federal or state laws which do not expressly provide a duty to cooperate and any non-cooperation will only be considered in assessing risks associated with providing services to you in the future]; (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; (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; (21) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; (22) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program; or (23) We reserve the right to determine if any account, loan or service is being maintained for a purpose other than day-to-day, primary use. Account holders who persist in making transactions in a manner that we in our sole discretion determine to be a calculated solely in order to meet monthly qualifications for rewards or any incentives that we may offer, may have their accounts converted to a different account or closed altogether. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive Statement Cycles, which period we shall determine from time to time.

**65. Expulsion from Membership.** We may terminate your membership in the Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the Credit Union for cause. Cause is defined as follows: (A) a substantial or repeated violation of the terms of your

Membership Agreement with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to [us], including in connection with our employees conducting business on behalf of us. Before the Board votes on an expulsion, we will provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. The Credit Union will provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. There is no right to an in-person hearing with the Board, unless the Board determines to invite you to appear before them. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled.

You have the right to submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the Credit Union. We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the Credit Union; and we may demand immediate repayment of the money you owe to us after expulsion, subject to your agreements with us and applicable laws. You may request information on expulsion and a copy of our expulsion policy at any time, including the Credit Union's Bylaws on Expulsion.

**66. Notice on Actions We may Take Upon Termination as Set Forth Above.** We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. 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.

**67. 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.

**68. 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.

**69. 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).

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

**71. 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.

**72. 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.

**73. Telephone Requests; Recording Data/Communications and Consent to Communications from the Credit Union.** You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications with us or our affiliates may be monitored and recorded. When you access any service, we offer/provide, including online and mobile banking to conduct transactions, the information you enter may also be recorded. By using any service you consent to such recording. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and 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.

**74. 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. We may also contact third parties to assist or investigate, such as Adult Protective Services, if we believe you are at risk or may be a victim of financial exploitation.

**75. Surrender of Ownership or Other Status:** You understand and agree that voluntary surrender or other legal termination of ownership, rights or other status with regard to any account(s) shall terminate all relationships and contractual terms between the you and the Credit Union. This will include, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.

**76. 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.

**77. Miscellaneous/Governing Law:** Further, pursuant to this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of North Carolina, 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 located in North Carolina. While you may choose to open accounts, apply for loans, or 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.

**78. 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 ten (10) days or more in advance of the effective date of any change shall be deemed sufficient.

All joint accounts are governed by North Carolina General Statute 54-109.58. All joint accounts shall be held by the owners as co-owners with the right of survivorship, regardless of which owner deposited the funds or whose money was deposited. Each joint owner has the right to withdraw any or all of the funds in the account and/or close the account, without the knowledge or consent of any other joint owner. We may pay the funds in the account to, or on the order of, any of the joint owners named on the account.

Upon the death of one joint owner, the funds remaining in the account will belong to the surviving joint owners and will not pass to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.

Each joint owner appoints each of the other joint owners as his or her agent to deposit, withdraw and conduct any business on the joint account, including pledging the account. Each joint owner guarantees the signatures of the other joint owners and authorizes the other joint owners to endorse and deposit checks, drafts, or other payment orders that are payable to any of the joint owners into the joint account. Any joint owner may appoint an Attorney-in-Fact for the account, but we reserve the right to require the consent of all joint owners. You agree that each joint owner may withdraw or transfer any or all of the funds on deposit, by any means the Credit Union makes available, including but not limited to closing the account, placing or removing a stop payment order, designating the account as a protecting account for the Credit Union's overdraft protection, or, for share term certificates, changing the renewal option or the account into which interest or principal upon maturity is paid, all without the knowledge or consent of any other joint owner. Each joint owner authorizes the Credit Union to exercise setoff and enforce its lien on the entire joint account, even if only one of the joint owners is the debtor; these rights exist irrespective of who contributes funds to the joint account. (See the Statutory Lien; Right of Setoff; Security Interest sections.) The Credit Union is not bound by the knowledge of, and has no duty to inquire as to, the source of funds deposited into the joint account. Each joint owner shall have an equal and undivided interest in the entire account regardless of the source of funds. Notice provided by the Credit Union to any one joint owner is notice to all joint owners.

**79. 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).

**80. Rights of Survivorship:** Unless your Membership and Account Services Application 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.

**81. Payable on Death Designations:** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Membership and Account Services Application and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we will make a check payable to the named beneficiary and deliver it to the person who presents themselves to be the parent or legal guardian of such beneficiary or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of the section titled Liability, Disputes, and Costs and/or Fees. Payable on Death accounts are "without rights of survivorship;" meaning that if all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

POD accounts are governed by North Carolina General Statute 54-109.57A. POD accounts may have multiple owners and multiple beneficiaries. If there are two or more owners, the owners shall own the account as joint tenants with right of survivorship. By written notice to the Credit Union, the owners may change the beneficiaries any time. Upon the death of the last surviving owner, the money remaining in the account will belong to the beneficiaries and will not pass to the heirs of the deceased owners or be controlled by will. Distribution to beneficiaries, however, is subject to our review of documentation establishing the death of the account owner and the identity of the beneficiaries. If there are multiple beneficiaries, we will close the resulting joint account with right of survivorship and distribute the funds in equal shares to the beneficiaries then

living, unless shares are otherwise designated by you in writing on documentation approved by the Credit Union. If, for any reason, an account signature form designating one or more POD beneficiaries fails to create a statutory POD account, you agree that the account shall be held as a POD account under contract and common law and shall have the characteristics described in this section.

**82. 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.

Uniform Transfers to Minors Act (UTMA) accounts are governed by the provisions of the North Carolina Uniform Transfers to Minors Act, Chapter 33A of the North Carolina General Statutes. Transfers to minors under the UTMA are irrevocable gifts to the minors. The account agreement designates a custodian who will have the authority to make withdrawals, obtain information, and otherwise manage the account. The custodian will not have any ownership rights or interests in the account. The custodian may also designate a successor custodian who may act in the event the custodian dies, resigns, or becomes incapacitated. We may limit certain withdrawals and transfers from UTMA accounts. For example, you may not be able to complete point of sale debits or ATM withdrawals.

**83. 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. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility.

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

**85. 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 into your account by depositing the balance into any account designated by you, or by such other means set forth in the 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.

**86. 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.

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

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

**89. 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.
- **Limitations on Claims—Statutes of Limitations.** If your account is subject any legal or governmental action (“action”) we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized.

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

You agree that you are responsible for the actions and/or transaction activity of any third persons you appoint or authorize including but not limited to attorneys in fact; representative payees; and custodians for any and all obligations relating or arising from activity on your accounts; and you agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney’s fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by persons you appoint or authorize to transact business on your behalf.

If there is a dispute between any person(s) and/or private or government organization over an accounts, or we are uncertain who is entitled to access an account or the funds in an account (“disputes”), you agree that we may hold the funds in the account and may not release the funds in the account until all persons or organizations that may claim an interest in the accounts/funds agree in writing that meets our requirements addressing what should be done with the accounts and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and us to ensure that only persons who or organizations that are entitled to access the account and/or the funds in the account obtains access thereto. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

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

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

## **RESOLVING CLAIMS ARBITRATION PROVISION**

**READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

**Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts.**

### **YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.**

This Arbitration Provision will apply to you and us and to your account as of the date your account was opened (or, if you are an existing member, as of the date of this Arbitration Provision), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

The terms in this Section shall not limit or constrain our right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to collect any fees, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

This Arbitration Provision will survive the termination of your Membership and Account Services Application. See further details below.

**JURY and CLASS ACTION WAIVER AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER. NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS, BORROWERS OR**

**BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION), IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.**

**1. Definitions:** “We,” “Us” and “Our.” Solely as used in this Arbitration Provision, the words “you” and “yours” mean anyone who signs a Membership and Account Services Application or similar document. The words “we,” “us” and “our” mean the Credit Union and includes the Credit Union’s employees, officers, directors, volunteers, affiliates, predecessors, acquired entities, successors and assigns.

**2. “Account.”** For purposes of this Arbitration Provision, the word “account” means any one or more savings, checking or other accounts you have with us and the features and services provided in connection with it or them. The word “savings” means any share or time deposit account you have with us. The word “checking” means any share draft account you have with us. These terms include, but are not limited to: checking accounts, savings accounts, money market accounts, certificates of deposit, UTMA accounts, and accounts held for trusts. “Account” also refers, collectively and separately, to any services associated with any account. Further, “account” shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.

**3. “Claim.”** A “Claim or claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Membership and Account Agreement, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services. Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

**4. Arbitration Procedures:**

- **Agreement to arbitrate claims.** Unless you opt out as provided below, you or we may elect to arbitrate any Claim.
- **Electing arbitration.** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the “Notice”). Your Notice to us shall be sent to: Address for Election to Arbitrate a Claim (the “Notice Address”). Our Notice to you shall be sent to the address for you currently in our files. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a Claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other Claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- **Fees and expenses of arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.
- **Arbitration administrator and rules.** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association (“AAA”), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules and/or codes, and more information about initiating an arbitration, by: (1) contacting AAA at: 1-800-778-7879 or visiting: [www.adr.org](http://www.adr.org), or (2) contacting JAMS at: 1-800-352-5267 or visiting: [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- **What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- **The arbitrator’s decision and award; attorney fees.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e) above, to an individual action brought in court. In addition, with respect to Claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if, and to the extent you prevail, or if applicable law requires us to do so.
- **Effect of arbitration award; appeal.** The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

**5. Federal Arbitration Act:** Your Membership and Account Services Agreement, Other Services Agreements or Disclosures and Loan Agreements evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section.

**6. Conflicts; Severability; Survival:** This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Membership and Account Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive: (1) the closing of your account(s) and the termination of any relationship between us, including the termination of your Membership and Account Agreement, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

**7. Jurisdiction and Venue:** Any action or proceeding regarding this Section, your account or this Membership and Account Agreement and Disclosures must be brought in North Carolina. You submit to the personal jurisdiction of North Carolina. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement.

**8. RIGHT TO OPT OUT:** You may opt-out of this Arbitration Provision by calling us toll free at: 800-255-3967, or by sending us a written notice which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt-Out Notice").

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: 4180 Western Blvd., Jacksonville, NC 28546, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within 45 days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Agreement. If the Arbitration Provision of your Agreement has already been delivered or otherwise made available to you, amendments to your Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

## **Electronic Funds Transfers and Electronic Services Agreement and Disclosures**

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

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, visit our web site at [www.marinefederal.org](http://www.marinefederal.org) to chat securely, log into Online Banking and send a secure email, call the Credit Union at the number provided in the Schedule or write us at the address provided in the Schedule. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**1. Types of Transactions:** These are the types of Electronic Fund Transfers (EFTs) that you can accomplish with us (assuming you make arrangements to do so).

- **Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:
  - **Direct Deposits.** You can arrange for direct deposits to your checking or savings account(s).
  - **Preauthorized Payments.** You can arrange to pay certain recurring bills from your checking or savings account(s).
  - **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
  - **Electronic Returned Check Charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.
  - **Account Access at Automated Teller Machines:** You can access checking, savings, and line(s) of credit or credit card accounts at Credit Union or affiliated ATMs through all your cards held in the same name (excluding prepaid cards).

### **You may perform the following transactions at ATMs:**

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card or line of credit account using your Credit Union Visa® Debit Card. (Refer to your credit card agreement for any cash advance fees and finance charges that may apply for credit cards/lines.)
- Deposit funds to checking and savings accounts\*.
- Transfer funds from your account associated with your card.
- Make payments to line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, and line of credit accounts.

\*Some of these transactions are not available at all ATMs.

- **Purchases at Merchants:** You may use any of your Credit Union Visa® Debit Cards to make purchases at merchants that accept Visa® debit cards. You may use your Credit Union Visa® Debit Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant's name, location, the date of purchase and the amount of the purchase.
- **Partial Debit Card Transactions:** Some merchants may be enrolled in Visa®'s Partial Authorization service. This means that if you chose 'No' to ATM and Debit Card Overdraft Coverage, your transaction may be approved for only part of your total purchase amount. This occurs when you do not have a sufficient Available Balance, necessary to pay for the entire transaction, at the time of the purchase. Additionally, funds from your designated account(s) linked for Overdraft Protection (if applicable) may be considered when determining the amount that is authorized. For example, if you attempt a \$30.00 transaction when your account has an Available Balance of \$20.00, your purchase may be approved for \$20.00 instead of the entire transaction being declined.
- **Returns at Merchants:** Returns of purchases made with your Credit Union Visa® Debit Card have daily limits, which are adjusted without notice based on fraud activity. Call Credit Union for limits.

**2. Other Electronic Transactions:** In addition to transactions initiated by using your Credit Union Visa® Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.

- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your Credit Union Visa® Debit Card.
- You can also use any of your Credit Union Visa® Debit Cards to obtain a cash advance from your checking account at any Visa® member financial institution anywhere in the world.

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

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

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

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

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an overdraft fee. For more information on Available Balance please refer to sections General Definitions/Requirements/Biometrics, Transactions from Your Account(s), and What is Overdraft Protection in the General Terms and Conditions in this Agreement. Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

**15. Fees:** We will charge you fees for electronic fund transfers in accordance with the information found in the Schedule. The fees may be changed at any time, subject to our giving you any notice required by law. ATM Surcharges. When you use an ATM that is not identified as ours with the Credit Union name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

**16. Using Your Card for International Transactions:** You may use your Credit Union Visa® Debit Card for retail purchases with international merchants, for international cash advances, and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to the Schedule for fee information. We may block transactions in certain foreign countries. Call us at the numbers at the end of this Agreement or printed on the back of your access device for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. Credit Union does not control how these merchants, ATMs, and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us at the numbers in the Schedule or printed on the back of your access device.

**17. Documentation:** Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less. Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may use Online Banking (including mobile apps), or call the Credit Union during regular business hours. Periodic statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access.

**18. Preauthorized Payments:** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you should be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay should notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, you may use Online Banking (including mobile apps), or call the Credit Union during regular business hours.

**19. Right to Stop Payment of Preauthorized Transfers:** To stop a preauthorized electronic payment or transfer, call the Credit Union during regular business hours. You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three (3) business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**20. Our Liability:** Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM or system.
- The funds in your account are subject to legal process or other similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

**21. Authorized Transactions:** We assume that all transactions performed with or any of your Credit Union Visa® Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you call and notify the Credit Union during regular business hours that the other person is no longer authorized to use your Visa® Debit Card and/or PIN (in which case the Visa® Debit Card and PIN and/or account will have to be deactivated). You may also write to us, but your revocation of authority will not be valid until we actually receive it and have an opportunity to act upon it. We will have no obligation until notice is actually received by us.

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

- Do not keep your Credit Union Visa® Debit Card and personal identification number (PIN) together. Do not write your PIN on your Visa® Debit Card.
- Do not provide your Visa® Debit Card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your Visa® Debit Card or PIN. You are liable for that person's transactions until you call and notify the Credit Union during regular business hours that the person is no longer authorized to use your Visa® Debit Card or PIN.
- Call and notify the Credit Union during regular business hours or do so at any Credit Union branch of the loss, theft, or unauthorized use of your Visa® Debit Card or PIN.
- Call and notify the Credit Union during regular business hours or do so at any Credit Union branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly call and notify the Credit Union during regular business hours or failure to do so at any or any Credit Union branch of the loss, theft, or unauthorized use of your Visa® Debit Card or PIN will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions.
- The Credit Union may block access to your Visa® Debit Card or online banking at any time if we feel there is suspected fraud or illegal activity or if we believe your activity may cause the Credit Union a loss.

**23. Credit Union Fraud Reporting:** Write to, email, or call the Credit Union during regular business hours for reporting fraud or unauthorized activity. We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example: Detection of suspicious or fraudulent activity; lack of usage; misuse; or access devices returned as undeliverable by postal service.

**24. Consumer Liability for Unauthorized Transfers:** Liability for Unauthorized Transfers. Tell us AT ONCE if you believe any access device or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Visa® Debit Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Visa® Debit Card or PIN, and we can establish that we could have stopped someone from using your Visa® Debit Card or PIN without your permission if you had told us, 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 establish that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Visa® Debit Card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address set forth in the Schedule.

**25. Special Rule for Debit VISA® Card Purchases:** For Debit VISA® card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.

**26. Business Days and Daily "Cut-Off" Limits:** Please see the Schedule.

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

**28. Error Resolution Notice:** In case of errors or questions about your electronic transfers, write to or call the Credit Union during regular business hours or visit any Credit Union branch, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten (10) business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**29. Visa® Account Updater (VAU):** VAU is an account updating service in which your card is automatically enrolled. When your card(s) expires, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa® database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call 800.225.3967 during regular business hours.

## Funds Availability Disclosure

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

**Important Note: The amounts stated below are adjusted pursuant to applicable federal laws every five (5) years. The amounts that can adjust are (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts as addressed below. To determine the actual amount in effect at any specific time, please refer to the Schedule.**

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

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

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

**1. Determining the Availability of a Deposit - All Accounts:** The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit at an ATM owned or operated by the Credit Union before 2:00 p.m. Eastern Time (ET) 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 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 they arrive. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

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

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$225 or such greater amount as required by annual adjustments to Regulation CC from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$225 availability is subject to the rule in the section titled **Longer Delays May Apply as allowed by applicable laws.**

**3. 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. Deposited funds via check will not be available for a wire transfer for five (5) business days. 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.

**4. Immediate Availability for Most Other Items:** Our general availability policy for items not listed in the prior section is to make funds available to you immediately on the first (1<sup>st</sup>) business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

**5. Paper Checks:** In some cases involving paper checks, we will not make all of the funds that you deposit available to you as provided above. The first \$225 or such greater amount as required by annual adjustments to Regulation CC of your deposits, however, will generally be available no later than the first (1<sup>st</sup>) 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.

**6. Deposits at Interactive and Automated Teller Machines:**

- **Our Interactive Teller Machines ("ITMs").** If you make a deposit at an ITM identified as ours with the Credit Union's name between the hours of 8 a.m. to 6 p.m., Eastern Time, E.T, Monday through Friday and on Saturday between 9 a.m. and 2 p.m., your deposit will be available as set forth in **Determining the Availability of a Deposit - All Accounts** listed above.
- **Our ATM Machines.** If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the first business day after the day of deposit.

**7. Longer Delays May Apply:**

- **Safeguard Exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
  1. We believe a check you deposit will not be paid.
  2. "Large Deposits" You deposit checks totaling more than \$5,525 or such greater amount as allowed by annual adjustments to Regulation CC on any one day.
  3. You redeposit a check that has been returned unpaid.
  4. You have overdrawn your account repeatedly in the last six (6) months.
  5. There is an emergency, such as failure of computer or communications equipment.

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

**8. Special Rules for New Accounts:** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will generally be available on the fifth (5<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 five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to nine (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.

**9. 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.

**10. Other Accounts:** If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your 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.

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

**12. Special Rules for Time Period Adjustment for Withdrawals by Cash or Similar Means:** The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$450 or such greater amount as required by annual adjustments to Regulation CC will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

**13. Shared Branching Disclosures:**

- **Shared Branching.** With respect to items deposited at shared branch locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated above with the addition of the following exceptions:
  1. Your Ability to Withdraw Funds – Our policy is to delay the availability of funds from non-cash deposits that are accepted at a shared branch location. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.
  2. Foreign checks will not be accepted at a shared branch.
  3. Shared Branch Transaction Limits—Aggregate daily withdrawals from all sub accounts are limited to the following amount: Cash limit is \$2,500. The shared branch that you are visiting may impose lower withdrawal limits.
  4. All Transactions with the Credit Union are subject to our policies and procedures—including security, identification, Bank Secrecy Act, and all other applicable laws, rules and regulations.
  5. Share Insurance: Although deposits with this Credit Union are federally-insured, not all credit unions served by the teller may be federally insured. You should contact your Credit Union to determine if your deposits are insured.

## **Truth-In-Savings Act Disclosure (Savings and Checking Shares)**

- 1. Rate Information:** The Dividend Rate and Annual Percentage Yield (APY) on your shares are set forth in the Schedule provided with this Agreement. The Dividend Rate and APY may change each dividend period as determined by the Credit Union's Board of Directors. The interest rate for certain savings and checking accounts are variable. Your interest rate and annual percentage yield are subject to change. If you would like more current rate and yield information, please call us at 800.225.3967 or visit our website at [www.marinefederal.org](http://www.marinefederal.org).
- 2. Compounding and Crediting:** Dividends will be compounded and credited as set forth in the Schedule. The Dividend Period ("Period") for each of your shares is set forth in the Schedule. The Period begins on the first calendar day of the Period and ends on the last calendar day of the Period. If your share or account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.
- 3. Balance Information:** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Schedule.
- 4. Average Daily Balance Method:** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in your account for the Period. The average daily balance is calculated by adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period.
- 5. Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
- 6. Transaction Limitations for All Share Savings Accounts.** Limitations are set forth in the first Section of this Agreement entitled "Membership, Accounts, and Account Services Agreement."
- 7. Additional Limitations for IRA Savings Accounts:** You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.

## **Term Certificate Shares (Certificate Shares and IRA Certificates)**

- 1. Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Schedule and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's board of directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings. See the section *Renewal Policy* regarding changes in terms and changes upon maturity.
- 2. Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Schedule. The Dividend Period ("period") for each account is set forth in the Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period.
- 3. Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Schedule. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.
- 4. Balance Computation Information. "Average Daily Balance Method"** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in your account for the Period. The average daily balance is calculated by adding the balance in your account for each day of the Period and dividing that figure by the number of days in the Period.
- 5. Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of non-cash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a certificate account, it becomes principal. If you close your Certificate Account before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.
- 6. Transaction Limitations.** In addition to any other applicable limitations described in this Agreement, after a Term Account is opened, you may not make deposits into the account before maturity. After an IRA Certificate Account is opened, you may make additional deposits into the account before maturity; however, your deposits may not exceed the maximum allowed pursuant to applicable law, or as set forth in the Schedule in any single calendar year. You may not make withdrawals of dividends from your account before maturity unless at account opening you arrange for dividend payments, if allowed by the Credit Union.
- 7. Additional Deposits:** Additional deposits are permitted for Add-On Certificates only. You may make additional deposits to an Add-On Certificate at any time. **See Schedule for additional deposits limits.**
- 8. Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Unions provides to you.
- 9. Early Withdrawal Penalties--All Certificate Accounts.** You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of one year or less shall forfeit an amount equal to up to 90 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of more than one year shall forfeit an amount equal to up to 180 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced

penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.

**10. Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You will have a grace period of seven (7) business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms, shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date.

Renewal for a Little Gunny Add-On Certificate may be denied if the member (minor) reaches age 13 during the certificate share term. If the member reaches age 13 during the certificate share term and the certificate balance is less than \$50, we will prevent renewal and transfer the balance into the savings share at maturity. If the member owner reaches age 13 during the certificate share term, and the certificate balance is \$50 or greater, it will be converted to an Add-On Certificate Share upon maturity.

**11. Deceased Member Accounts:** If a member single owner or all owners of a multiple party account decease prior to the renewal date, the certificate will not be renewed and will be transferred to the members' savings account. Upon renewal, the rate then applicable to the term will be paid. We reserve the right to change the terms/rates upon provision of any notice specifically required by applicable law. Such changes will be effective immediately if specific law does not require prior notice.

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

## Common Features of All Accounts

**1. Nature of Dividends:** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.

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

**3. Limitations on Maximum Shares Held by One Member:** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.

**4. Transfer and Assignment:** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.

**5. Fees and Charges:** The fees and charges set forth in the Schedule may be assessed against your account(s).

**6. Par Value Requirements:** The Par Value of a membership share, which 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 Schedule. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account. The Par Value is not considered available for withdraw; and does not show in your available funds. The par value can only be withdrawn upon an express request from you, but is otherwise available for payment of your obligations to us and others.

**7. Transaction Limitation on All Accounts:** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

## Credit Union Rewards Program

The Marine Federal Rewards Program is subject to the terms, conditions, and limitations, which is incorporated herein by reference.

## Contact Information

**Mailing Address:**

Marine FCU  
PO Box 1551  
Jacksonville NC  
28541-1551

**Email:**

mfcu@marinefederal.org

**Phone Numbers:**

910.577.7333 or 800.225.3967

**Web Address:**

www.marinefederal.org

**Social Media:**

