

**Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**Enforcement.** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**Governing Law.** This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**Negative Information Notice.** We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**Funds Availability Notice**

This Disclosure describes your ability to withdraw funds at Ohio Catholic Federal Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

**General Policy.**

The Credit Union offers same day or next day availability for some items or funds deposited with us. The Credit Union's funds availability policy follows Regulation CC guidelines. Regulation CC does not apply to funds deposited by check to non-transaction accounts (i.e. Savings, Miscellaneous Savings, Share Certificates, and Money Market accounts) nor to foreign checks. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. The day funds become available is determined by counting business days from day of deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. The length of the delay varies depending on the type of deposit and is explained below.

**Next Day Availability.**

Some items could be delayed until the 2nd business day following the date of deposit (unless an exception hold applies). If the deposit was NOT made in person, such as through one of our ATMs, Mail or Night Drop, the funds will generally be made available no later than the 2nd business day after the deposit was made (unless an exception hold applies). However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If a hold is placed, you will receive notice at the time of deposit if made in person. We will also tell you when the funds will be available. If your deposit is not made in person at a teller station, or we take this action after you leave the premises, we will mail you a notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Funds from deposits of cash, wire transfers, and the first \$5,000 of the day's total deposits of cashier's, certified, tellers, traveler's, and U.S. Treasury checks will be available the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over the first \$5,000.00 will be available on the seven business day after the day of your deposit (see Exception Holds below). If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

**Exception Holds.**

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons: We believe a check you deposit will not be paid, or You deposit checks totaling more than \$5,000 on any one (1) day or You deposit a check that has been returned unpaid, or You have overdrawn your account repeatedly in the last six (6) months, or There is an emergency, such as failure of communications or computer equipment.

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

**Special Rules for New Accounts.**

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open: Funds from check deposits will be available on the ninth business day after the day of your deposit.

**Deposits at Nonproprietary ATMs.**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**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 deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

# Ohio Catholic Federal Credit Union

## Membership Agreement and Disclosures

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**Introduction**

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement. In this Agreement, the words "you", "your", and "yours" mean anyone who signs a Membership Application or any other account opening document, or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we", "us", and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union. Your account type(s) and ownership features are designated by you on your Membership Application or through the Credit Union's online application and authentication process. By signing a Membership Application or authenticating your request, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosures, Electronic Funds Transfers Agreement and Disclosures, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts. This Agreement should be retained, along with any other information that the Credit Union provides, for as long as your account is open.

**Membership Eligibility.** To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit-reporting agencies to verify your eligibility for the accounts and services you request.

**Individual Accounts.** An individual account is an account may be owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death POD beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

**Family Membership.** Credit Union members in good standing and whose status is currently within the Credit Union's field of membership may sponsor immediate family members and possible other members of your household for Credit Union membership. Eligible family may include: spouse, father, mother, brother, sister, son, daughter, aunt, uncle, daughter-in-law, son-in-law, grandmother, grandfather, stepchildren, stepsiblings, and adoptive relationships.

**Joint Accounts.** A joint account is an account owned by two (2) or more persons. A joint owner added to one deposit suffix is added to all suffixes excluding Individual Retirement Arrangements (IRA).

**Rights of Survivorship.** Unless otherwise stated on the Membership Card or Documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

**Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed the funds.

**Payable on Death Accounts.** A Payable on Death (POD) account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetime and, when the last account owner dies, payable to all surviving POD or beneficiary/payee. Upon the death of the last account owner, if there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without the right of survivorship upon the death of the last account owner. Any POD or beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

**Accounts to Minors.** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay 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 account access rights. We have no duty to inquire about the use or purpose of any transaction.

**Uniform Transfers to Minors Accounts.** A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners. Once the age of majority is reached, we may limit the type of transactions until action is taken on the account.

**Accounts for Living Trusts.** An Account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. The trustee shall sign a Membership Application and provide any other evidence of the trust's authority that we require. Trustee warrants that a valid living trust has been created, currently exists, and that the trust or beneficiaries are eligible for membership.

We will not act as a trustee and are under no obligation to inquire as to the powers or duties of the trustee(s). The Trustee agrees to notify us in writing if any change of trustee occurs. We may withhold payment of funds to any party until proper evidence of authority is provided. Except for irrevocable trust, we may rely upon the direction of any one trustee until a written notice of revocation of the trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage, or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which documentation we relied on prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

**Representative Payee Accounts.** A Representative Payee account is established on behalf of a recipient (Beneficiary) of benefits from the Social Security Administration (SSA), Supplemental Security Income (SSI), or the Veterans Administration (VA) on which a person, as designation by SSA/VA as Representative Payee, acts on behalf of the beneficiary as Authorized Signer. The account is established in the name of the beneficiary as the only owner, by the Representative Payee as Authorized Signer. Neither the Representative Payee nor a third party can have ownership interest in the account. While the Beneficiary retains ownership interest, the account title must be established to not permit him or her to have direct access to the funds, for example, "(Beneficiary's (member's) Name) by (Representative Payee's Name), Representative Payee or (Representative Payee's Name), Representative Payee for (Beneficiary's (member's) Name). The Beneficiary must be eligible for membership and is the Primary Member. The Representative Payee agrees to be bound by the terms of the Account Agreement to provide us a copy of the written Social Security Administration authorization designating the Representative Payee and such other documents and authorizations, as we may deem necessary or appropriate. In opening a Representative Payee account, we only act as a depository for the Beneficiary's SSA or SSI funds, and we are under no obligation to act as a fiduciary or to inquire as to the powers or duties of the Representative Payee. The Representative Payee agrees that he or she is liable to us for any and all obligations incurred by any actions or transactions with the account and agrees to indemnify and hold us 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 a party with respect to the authority or actions taken by the Representative Payee in handling or dealing with the account. Unless expressly stated to the contrary, all of the other terms and conditions of the Membership Agreement and Disclosure apply equally to Representative Payee account.

**Accounts of Businesses, Organization, and Associations.** Accounts held in the name of an association or organization are subject to the same terms set forth in this Agreement and the following additional rules. A majority of the members, officers, or those who control the funds of a group, club, association, or business must be eligible for membership. We reserve the right to require the member to provide a Business Account Application informing us, who is authorized to act on its behalf. You agree to notify us of any change in authority. We may rely on written authorization until such time as we are informed of changes in writing and have had a reasonable time to act upon such notice. We may require that third party checks payable to an organization, business, and/or association may not be cashed, but must be deposited to a business account of the same name. We shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner unless we have actual notice of any wrongdoing.

**Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the account designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**Deposit of Funds Requirement.** Funds may be deposited into any account, in any manner approved by us, in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibilities until we receive them. We reserve the right to refuse or to return any deposit.

**Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into your accounts, if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either person, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check with 1- ½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond deadline limits.

**Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples are "two signatures required", "not valid for more than \$500.00", or "valid after 60 days." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitations contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

**Final Payment.** All items or Automatic Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfer and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**Direct Deposit.** We may offer preauthorized deposits (e.g. payroll checks, Social Security, or retirement checks, or other government checks) or preauthorized transfer from other accounts. You must authorize direct deposits or preauthorized transfer by filing out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you may authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**Crediting of Deposits.** Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

**Negative Balance/Account Reporting.** In event there is an unsatisfied negative share balance, we reserve the right to charge the amount against any other account from which any of the signers is entitled to withdraw sufficient to satisfy the negative condition. We may submit a negative account reporting to a credit account reporting agency if you fail to fulfill the terms of this Membership Agreement and Disclosure.

#### Account Access

**Authorized Signature.** Your signature on the Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorized us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transactions.

**Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g. at an automatic teller machine (ATM), Debit Card, in person, by mail, Internet access, mobile device, automatic transfer, or Audio Response, telephone, as applicable. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

**Credit Union Examination.** We may disregard information on any check or draft, other than the signature of the drawer, the amount, and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

#### Electronic Funds Transfers.

**Governing Regulations.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state of Ohio. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. If you are party to an Automated Clearing House (ACH) entry, you acknowledge and agree that such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules and of any local ACH and the Rules of any other system which the entry is made.

**Authorization for Transfers/Debiting of Accounts.** Any owner is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of account owners must be present before we will execute the transfer.

**Right to Refuse to Make Transfer/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order or transfer funds out of your account if the amount of the requested funds transfer (plus applicable fees) exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failure caused by third parties or circumstances beyond our control including mechanical, electronic, or equipment failure.

**Notification.** We will not provide you with next day notice of an ACH, wire transfers, and any other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, or if we credit your Account by mistake, we are entitled to a refund of the amount credited and you agree that as our option, we may reverse the credit or require that you reimburse us by way of direct payment.

**Payment Order Processing and Cut-Off Times.** Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution, and processing of funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next following funds transfer business day. Our cut-off times vary depending on the type of payment order. Information about our cut-off times our available upon request.  
**Identifying Account Numbers.** When you initiate a wire transfer, you may identify the recipient and any financial institution by name and address as well as by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account other identifying number even if the number identifies a different person or financial institutions.

**Amendments and Cancellations of Payment Orders.** Any owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from an actual or attempted amendment or cancellation of a payment order.

**Security Procedures.** We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of such security procedures. You agree that our security procedures are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that that procedure is also commercially reasonable method of verifying electronic funds transfers. A call back may be performed on certain payment orders or electronic funds transfers.

**Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure. We may change the Truth-in-Savings Disclosure at any time and will notify you as required by law.

#### Transactions Limitations.

**Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan, or if you do not have such a plan with us, according to our overdraft payment policy. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example 1) a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal; 2) a legal garnishment or attachment is served; 3) The account secures any obligation to us; 4) required documentation has not been presented; or 5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

**Transfer Limitations.** For savings and money market accounts, you may make up to six (6) preauthorized, automatic, telephonic, mobile device, or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the Automated Clearing House (ACH). Except for security purposes, you may make unlimited transfers to any Credit Union loan account(s) and may make withdrawals in person, by mail, or at an ATM. However, we may refuse to reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

**Share Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), which we offer is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference

#### Overdrafts.

**Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account is not sufficient to pay the full amount of a check, draft item, transaction or other item, plus applicable fee, that is posted to your account, we may return the item or post it as described below. Our determination of an insufficient available account balance may be made at any time between presentation and our deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

If we offer Courtesy Pay Overdraft Protection, this service allows us to authorize payment up to \$500.00 including applicable fees, for the following types of transactions regardless of whether your share or deposit account has sufficient funds: 1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; 2) automatic bill payments; 3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, we may not authorize and pay ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established our Standard Overdraft Protection Program linking your share or deposit account with other suffixes within your account, you authorize us to transfer funds from another suffix of yours to cover an insufficient item, including transfers from a share or deposit account or your Credit Card account if you so designate. Services and fees for these transactions are shown in the document we use to capture affirmative consent and in our Fee Schedule. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our Courtesy Pay Overdraft Program or any other service you may have authorized with us, or if you not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute the other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have any questions about how we pay checks or drafts and process transfers and withdrawals.

**Postdated and Staledated Checks or Drafts.** You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. 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 presented more than six (6) months past its date.

**Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if 1) your account contains insufficient funds for the transaction; 2) circumstances beyond our control prevent the transaction; 3) your loss is caused by you or another financial institution's negligence; or 4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payment of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees may say or write will be resolved by reference to this Agreement.

**Checks or Drafts Presented for Payment in Person.** We may refuse to accept any check or draft on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability or refusing payment.

**Remotely Created Checks or Drafts.** For purpose of this paragraph, "Account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the Account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

**Pledge/Statutory Lien.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the original balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledge account(s) may be withdraw unless you are in default. Federal or state law, depending upon whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in account you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**Power of Attorney.** We are not required to recognize any power of attorney to act on an account, even if we have previously accepted a power of attorney for other transactions. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct on a case-by-case basis and may require the attorney-in-fact to present the original power of attorney before conducting any transactions. A person acting under a power of attorney is not an owner of an account, no funds in the account belong to that person by reasons of that capacity, and that person has no right of survivorship in the account.

**Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit reporting regarding your account. We agree not to disclose account information to third parties except when: 1) it is necessary to complete a transaction; 2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; 3) such disclosure complies with the law or a government agency or court order; or 4) you give us written permission.

#### Notices.

**Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided us. We may require all names and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Fee Schedule.

**Notice of Amendments.** Except as prohibited by applicable law, we may change the term of this Agreement at any time. We will notify you of any change in terms, rates, or fees as

required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited into the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

**Electronic Notices.** If you have agreed to receive notices electronically, we may send notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**Electronic/Digital Signatures.** Any contract, transaction, correspondence for which you provide an electronic signature has the same legal force and effect as your manual signature.

**Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

#### Statements.

**Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft when paid, becomes property of the Credit Union and may not be returned to you; but copies of the check or draft may be retained by us or payable through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

**Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

**Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors.

**Dormant Accounts.** If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than six (6) months and the Credit Union has been unable to contact you during that period, we may classify your account as a dormant account and may charge a dormant account fee as allowed by applicable law and as set forth in the Fee Schedule.

**Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document, which evidences a change to an account and accepted by us.

**Termination of Account.** We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: 1) there is a change in owners or authorized signers; 2) there has been a forgery or fraud reported or committed involving your account; 3) there is a dispute as to the ownership of the account or of the funds in the account; 4) any checks or drafts are lost or stolen; 5) there are excessive return unpaid items not covered by an overdraft protection plan; 6) there has been any misrepresentation or any other abuse of any of your accounts; or 7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**Termination of Membership.** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all of your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

**Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of the member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representation of any account owner.

**Unlawful Internet Gambling and Other Illegal Activities.** You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access, devices, or services for unlawful Internet