



## ***Disclosures & Other Information***

1. Frequently Asked Questions
2. New Member Identification Notice.
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4. Membership Agreement
5. Credit Union Fee Schedule





## HSA—Frequently Asked Questions

The following Frequently Asked Questions (FAQs) are being provided to you as a member convenience. West Ohio United Methodist Credit Union (Credit Union) does not offer tax or legal advice and THIS INFORMATION IS NOT INTENDED TO SERVE AS TAX, LEGAL OR INSURANCE ADVICE. You should direct all legal questions to an attorney and tax questions to a qualified tax professional regarding your specific situation.

<p>What is a Health Savings Account?</p>	<p>A Health Savings Account (HSA) is a tax-exempt custodial account that you set up with a qualified HSA custodian, such as the West Ohio United Methodist Credit Union, to pay or reimburse certain medical expenses you incur. You must be an eligible individual to qualify for an HSA (<i>IRS Publication 969, dated Jan 2010</i>).</p>
<p>What is a High Deductible Health Plan (HDHP)?</p>	<p>An HDHP has a higher annual deductible than typical health plans and a maximum limit on the sum of the annual deductible and out-of-pocket medical expenses that you must pay for covered expenses. Out of pocket expenses include copayments and other amounts, but do not include premiums (<i>IRS Publication 969-2010</i>).</p>
<p>Do I qualify for an HSA?</p>	<p>To be an eligible individual and qualify for an HSA, you must meet the following requirements as established by the Internal Revenue Service (IRS):</p> <ul style="list-style-type: none"> <li>• You must be covered under a High Deductible Health Plan (HDHP)</li> <li>• You must have no other health coverage except what is permitted by the IRS</li> <li>• You must not be enrolled in Medicare</li> <li>• You cannot be claimed as a dependent on someone else's tax return</li> </ul>
<p>What is a Qualified Medical Expense?</p>	<p>Qualified medical expenses are those expenses that qualify for the medical and dental expenses deductions as defined by the IRS and are explained in <i>IRS Publication 50</i>. For more information on what qualifies as a qualified medical expense, visit <a href="http://www.irs.gov/publications/p502/index.html">www.irs.gov/publications/p502/index.html</a></p>
<p>What role does the Credit Union play as the custodian of my HSA?</p>	<p>The Credit Union serves a limited role as your HSA custodian. The Credit Union makes available certain financial accounts specifically designated as a Health Savings Account from which you may pay qualified medical expenses, as defined by the Internal Revenue Service (IRS). As your custodial financial institutions, we maintain your HSA funds on deposit in an IRS approved account, receive and record your contributions and distributions, provide you access to general HSA information on our web site, prepare and provide you with the appropriate tax reporting form (Form 1099 SA) annually. We also provide the IRS with year-end tax reporting of your Credit Union HSA account activity. The Credit Union does not approve or determine what is or is not a qualified medical expense. The Credit Union does not offer tax, legal or insurance advice.</p>
<p>Am I eligible for Credit Union membership?</p>	<p>As a West Ohio Conference health plan participant, you are eligible to open your HSA with the Credit Union. If you have experienced financial difficulties in the past and your Credit Union membership was previously suspended or limited, as a WOC HDHP participant, the Credit Union will allow you to reinstate your membership and open your HSA <i>Savings and Checking Accounts</i>.</p>
<p>May my spouse be a joint owner on my HSA?</p>	<p>An HSA is an individual account so your spouse may not be a joint owner. You may appoint your spouse or one other person as an <i>Agent</i> on your account. Although an <i>Agent</i> is not an account owner, you are granting them the same transactional permissions you have with your Credit Union HSA, including but not limited to, signing checks, initiating transfers, withdrawing cash, and making Debit/Check Card transactions (<i>see item 34 in the Credit Union Membership Agreement</i>). As the Account Owner, you are responsible entirely for all transactions made or initiated by your <i>Agent</i> as if you made them yourself. Please use prudence if you choose to appoint an Agent on your account.</p>

How much can be contributed to my HSA?	The maximum amount that can be contributed annually to your HSA is determined by the IRS. The IRS has indicated that for 2012, the total contributions (both employer and employee contributions) for single coverage cannot exceed \$3,100 and \$6,250 for family coverage. If you meet certain age requirements, federal rules allow HSA "catch-up" contributions. If you are age 55 or older or you will turn 55 during 2012, you can contribute an additional \$1,000 to your HSA. It's always a good idea to consult with a qualified tax professional in determining how much and when to contribute to your HSA. The IRS imposes a penalty for excess contributions. ( <i>Please see IRS Publication 969 for additional details</i> ).
Who can put money in my HSA?	Anyone can contribute to your HSA. You, your employer or anyone else may fund your HSA up to the IRS limits. However, only the HSA account owner and employer receive tax benefits on the money contributed to a HSA.
Are my deposits in my Credit Union HSA insured?	Deposits in the Credit Union are insured by the National Credit Union Share Insurance Fund (NCUSIF) up to \$250,000. For more information about the NCUSIF, please contact the Credit Union or visit the NCUA's web site at <a href="http://www.ncua.gov">www.ncua.gov</a> .
Am I required to claim employer contributions to my HSA as income?	The current IRS Code allows you to exclude contributions (up to the maximum allowed by the IRS) made to your HSA by an employer as gross income on your annual tax return.
Are my contributions to my HSA tax deductible?	You can claim a tax deduction for contributions you or someone other than your employer, make to your HSA even if you do not itemize your deductions on Form 1040 (IRS Publication 969).
I have an existing HSA; may I transfer those funds to my new Credit Union HSA?	Yes, we accept <i>HSA Rollovers</i> . Just give us a call at the credit union and we will guide you through the process.
How do I make deposits to my Credit Union HSA?	The West Ohio Conference will make two deposits to your credit union HSA in 2012. These deposits will be processed automatically for you. Additional deposits may be made by setting up a payroll deduction plan with your employer authorizing systematic electronic transfer of funds directed to your <i>HSA Checking Account</i> . You may also deposit funds in your <i>HSA Checking Account</i> through an ATM, at our corporate office or by mail.
Will the money on deposit in my HSA earn dividends?	You may receive dividends on the funds you have on deposit in both your <i>HSA Savings</i> and <i>HSA Checking Account</i> . Dividends are declared by the Credit Union Board of Directors quarterly.
How can I pay for my qualified medical expenses using my Credit Union HSA?	Funds on deposit in your HSA can be accessed in a number of ways. You may: <ul style="list-style-type: none"> <li>▪ Write a check from your Credit Union <i>HSA Checking Account</i>;</li> <li>▪ Use your Credit Union <i>HSA Debit/Check Card</i> to pay your medical expense directly; and/or</li> <li>▪ Make cash withdrawal through an ATM or at our corporate office.</li> <li>▪ Pay qualified medical expenses using the Credit Union's Online Bill Payment Service.</li> </ul>
Should I pay my medical provider at the time of service?	Be careful not to pay too much for medical services provided. You're responsible to pay your medical provider the negotiated amount contracted by your insurance company. In many cases, this negotiated amount is significantly less than the medical provider's standard rate. It may save you money to ask your medical provider to bill the insurance company first and then pay your portion from the negotiated price. Make sure you pay no more than your portion shown on the insurance company's <i>Explanation of Benefits</i> (EOB).
May I use my HSA account to pay for qualified medical expenses exceeding the balance I have on deposit in my Credit Union HSA Checking Account?	No, the Credit Union will only honor your check or Debit/Check Card transactions when there is a sufficient balance in your HSA Checking Account to pay the item. Please be careful not to overdraw your <i>HSA Checking Account</i> . The Credit Union imposes fees associated with overdrafts as well as other fees that you may be charged by your medical provider or merchant. Please take a few minutes to familiarize yourself with the Credit Union's fee schedule ( <i>included in your enrollment packet</i> ).

<p>May I use my HSA for other than qualified medical expenses?</p>	<p>If you use funds from your HSA for any purpose other than what is approved by the IRS before you reach age 65, you may be subject to a 20% tax penalty, plus you may be taxed on the amount of that distribution. Once you reach age 65, you avoid the 20% penalty; however, you may be taxed on the amount of distribution used for non-qualified medical expenses. You will want to talk with a tax professional concerning distributions for other than qualified medical expenses.</p>
<p>Who is responsible for recordkeeping?</p>	<p>The Health Savings Account Owner is responsible for ensuring that all HSA distributions are for qualified medical expense and to maintain adequate documentation (medical receipts, etc.) and supporting records.</p>
<p>May my spouse or another person be able to use my <i>HSA Debit/Check Card</i> to pay qualified medical expenses?</p>	<p>You may grant one other person permission to access your HSA through the use of your Credit Union <i>HSA Debit/Check Card</i>. The Membership Application and HSA Custodial Account Agreement included in your enrollment packet provide a section where you can request and authorize a qualified family member to receive a second Credit Union <i>HSA Debit/Check Card</i> drawn on your account.</p>
<p>Will my Credit Union <i>HSA Debit/Check Card</i> look different than my other Credit Union card(s)?</p>	<p>Yes, the Credit Union <i>HSA Debit/Check Card</i> has a different look than our other Credit Union plastics. The same holds true for your Credit Union HSA Checks. Both will have unique identifiers to help you tell the difference.</p>
<p>When will I receive my Credit Union <i>HSA Debit/Check Card</i>?</p>	<p>If your enrollment packet is received by the Credit Union on or before November 30, 2011, you will receive your Credit Union <i>Debit/Check Card</i> before January 1, 2012. The earlier we receive your completed enrollment packet, the earlier we will be able to provide you with your Credit Union <i>HSA Debit/Check Card</i>.</p>
<p>Will I receive a statement monthly showing my HSA transaction activity?</p>	<p>Yes! You will receive an email monthly (usually before the fifth working day of the month) indicating your electronic statement is available online. Just follow the link on the email and you will enter a secure environment where you can view and print a copy of your statement. Statements remain online for twelve months. If you need a statement older than twelve months, just give us a call at the Credit Union and we will provide you with the statements you need in a timely manner.</p>
<p>Am I required to receive my statements electronically?</p>	<p>Federal law provides you the option of receiving your HSA statements in paper format. Most financial institutions charge a monthly maintenance fee to administer HSAs. The Credit Union has waived this fee for West Ohio Conference health plan participants who receive electronic statements in lieu of paper statements. Electronic statements are more cost effective and environmentally friendly than paper statements. So, we encourage you to consider electronic statements. Electronic statements also provide you with greater ease in accessing prior month statements. If you choose to receive your statements in paper format, the monthly maintenance fee of \$2 will not be waived.</p>
<p>What do I need to do to open my Credit Union HSA?</p>	<p>To open your HSA with the Credit Union you will need to:</p> <ul style="list-style-type: none"> <li>▪ Complete the HSA Custodial Agreement</li> <li>▪ Provide Identification (<i>Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account</i>).</li> <li>▪ If you would like to order checks or appoint an <i>Agent</i> to your account, please complete the forms provided in your enrollment packet.</li> <li>▪ If you have questions, please give us a call at 1-800-373-1059. We're here to help!</li> </ul>
<p>Do I need to deposit any money with the Credit Union at the time of my HSA enrollment?</p>	<p>You are not required to make a deposit when you submit your Credit Union enrollment packet. The West Ohio Conference will make a deposit to your HSA on January 2, 2012, which coincides with the effective date of your Credit Union HSA. The first \$25 of this deposit will be placed in your Credit Union <i>HSA Savings Account</i>. The remainder of the deposit will be placed in your <i>HSA Checking Account</i>. Subsequent deposits will be placed in your <i>HSA Checking Account</i> unless specified otherwise.</p>

<p>Why is it necessary that I have both a <i>HSA Savings Account</i> and an <i>HSA Checking Account</i> with the Credit Union?</p>	<p>Credit unions are unique from other financial institutions. We have no stockholders, only member-owners. The \$25 minimum balance placed in your HSA Savings Account satisfies the Credit Union's membership share requirement and makes you a member-owner of the Credit Union. As a member-owner you will have access to a wide variety of additional financial products and services. As a member-owner in good standing, you also have voting privileges.</p> <p>Your Credit Union <i>HSA Checking Account</i> is structured as a transaction account and is designed to provide you with the ability to pay your qualified medical expenses quickly and easily by writing a check or using your HSA Debit/Check Card.</p>
<p>What happens to the money in my HSA if I don't have a lot of medical expenses?</p>	<p>The money in your HSA belongs to you, including employer contributions. Any money left over at the end of the year stays in your HSA. You can continue to accumulate money in your HSA, year after year. Although there is a limit to the amount of money you and your employer can put into your HSA annually, there is no limit on the amount you can save in your HSA.</p>
<p>What happens if I leave my employer or cease to be covered under the WOC health plan?</p>	<p>Your HSA is portable, which means it is yours to take with you. The Credit Union's policy is once a member—always a member. What that means to you is that if you leave your employer or cease to be covered under the WOC HDHP you may continue your Credit Union membership and maintain your HSA at the Credit Union.</p>
<p>If I accumulate more money than necessary for me in my <i>HSA Checking Account</i>, can I transfer the surplus funds to a Credit Union account that pays a higher dividend?</p>	<p>Yes, in addition to the HSA savings and checking account options, the Credit Union offers HSA Share Certificates of Deposit, which generally earn a higher dividend than savings and checking.</p>
<p>May I access my Credit Union HSA online?</p>	<p>Yes! Your Credit Union HSA will be opened granting you permissions to login to our secure online banking service and view all your Credit Union balances and transactional activity, including your HSA. Through online banking, you can monitor your transaction activity; view and print checks that have cleared; transfer internally funds from one Credit Union account to another; set up reoccurring transfers; and much more. Once your account is opened, you will receive a user name and unique personal identification number (PIN) to login to the Credit Union's online banking service. The login area is located on the home page of our web site at <a href="http://www.umethodist.com">http://www.umethodist.com</a>.</p>
<p>What happens if I use the wrong Debit/Check Card or write a check from the wrong checking account to pay a qualified medical expense?</p>	<p>Ooops! Mistakes happen and there is usually a way to fix them. If you write a check or use the wrong Debit/Check to pay a qualified medical expense, simply reimburse yourself by writing a check from your Credit Union <i>HSA Checking Account</i>. If the other account is at the Credit Union, give us a call and we will make the transfer or you can make the transfer yourself through our online banking.</p> <p>If you write a Credit Union <i>HSA Check</i> or use your Credit Union <i>Debit/Check Card</i> to pay for an ineligible expense, give us a call and we will do our best to adjust your account. The IRS may impose certain restrictions.</p>
<p>How do I contact the Credit Union?</p>	<p>You can give us a call at 1-800-373-1059 and speak to a member service representative. We are open (M,T,W, F) from 9:00 a.m. to 5:00 p.m. and on Thursday's from 10:00 a.m. to 5:00 p.m. EST. Please keep in mind that you will have 24/7 account access through online banking. The Credit Union is located at: 431 Ohio Pike, Suite 100, Cincinnati, Ohio 45255. Our mailing address is P.O. Box 54843, Cincinnati, Ohio 45254.</p>



## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT



To help the United States government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

**What this means for you:** When you open an account at the West Ohio United Methodist Credit Union, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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Rev Oct 2011

## FACTS

### WHAT DOES WEST OHIO UNITED METHODIST CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

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

- Social Security number and transaction history
- account balances and account transactions
- credit history and mortgage rates and payments

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

#### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons West Ohio United Methodist Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WOUMCU share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For plan sponsors--</b> If you are a HSA Account Owner we may share contact information with your health plan sponsor to assist them solely in the administration of your health plan benefits.	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	Yes*
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### To limit our sharing\*

- Call 800-373-1059
- Visit us online: [www.umethodist.com](http://www.umethodist.com) or
- Mail the **form** below

**Please note:**

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

\*You may contact us at any time to limit our sharing of printed and electronic marketing materials tailored specifically for you.

#### Questions?

Call 800-373-1059 or go to [www.umethodist.com](http://www.umethodist.com)

## Who we are

Who is providing this notice?

West Ohio United Methodist Credit Union

## What we do

How does West Ohio United Methodist Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does West Ohio United Methodist Credit Union collect my personal information?

We collect your personal information, for example, when you

- Open an account or show your driver's license
- Pay your bills or apply for a loan
- Use our credit or debit card

We also collect your personal information from others, such as credit bureaus, and other companies

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account

## Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- ***West Ohio United Methodist Credit Union has no affiliates***

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *West Ohio United Methodist Credit Union does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance companies, and direct marketing companies*

## Other important information

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

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

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

**Protecting Children.** We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.



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## *Membership Agreement*

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### **INFORMATION CONTAINED IN THIS MEMBERSHIP AGREEMENT:**

- **INTRODUCTION**
- **MEMBERSHIP, ACCOUNT & ACCOUNT SERVICES**
- **ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS AND ELECTRONIC RECORDS**
- **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE**
- **FUNDS AVAILABILITY POLICY DISCLOSURE**
- **TRUTH-IN-SAVINGS DISCLOSURE**

**Notice to Members: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed**

**agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.**

## INTRODUCTION

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

Your relationship with the West Ohio United Methodist 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 Booklet is to: (1) summarize the rules applicable to common Transactions; (2) establish rules to govern Transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or Transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application and Signature Card or your use or continued use of any account or account services after receiving this Booklet, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Booklet, and the Schedule, as amended from time to time.**

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT -- GENERAL TERMS AND CONDITIONS

**1. Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in your Account Card(s), account receipts, addenda or schedules that accompany agreements and/or disclosures, statements and certificates; any other application or agreement we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules and (iii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

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

"**Account Card**" means any signature card, account change card or other form required to open or change an account or obtain an account service with us. Share drafts include checks and other instruments drawn on your account(s) or submitted for deposit or collection.

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

"**Authorized User**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

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

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

"**Member**" means the person(s) who has established their "membership" with us as set forth in this Agreement and applicable law. Each person must deposit and maintain the par value of the required shares to be a member.

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

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

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

**3.a Inappropriate Transactions.** You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; 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'

Revised October 10, 2012

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 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. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**3.b. Taxpayer Identification Numbers (TIN) and Certification.** Pursuant to the Account Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that 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.

**3.c. Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise specifically provided in our Agreements, all Transactions after our "daily cut-off time" and made on days that are not our business days as set forth in the Schedule will be treated, transmitted, recorded, etc., as applicable and appropriate as if received/directed on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

**4a. Membership Benefits and Obligations.** Upon approval of your application and the deposit of any required shares, you become a "member-owner" of this Credit Union. As a "member-owner" you are eligible to apply for all Credit Union deposit, loan and other financial services; and you may vote at all annual or special meetings of the membership if you are 16 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

**CROSS-COLLATERALIZATION: to reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This "cross-collateralization" of your obligations applies to all debts regarding your accounts, loans or otherwise, including but not limited to each closed-end loan obligation, all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the "cross-collateralization" of your obligations to us.**

**4b. Credit Union's Right to Investigate.** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that

this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the Credit Union's findings of such investigation to all owners and/or users.

**5. Credit Reports, Membership-Account Eligibility and Other Credit Union Services.** To open or maintain any account(s) or service(s) with us, you must qualify for membership and deposit and maintain the par value of the required shares as provided by the Credit Union's Bylaws and other applicable laws. 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, 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.

**Defaults and Your Credit Reports:** The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share/share draft account(s) may be reflected in your credit report.

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

**a. Endorsements.** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. All owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any owners. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1½ inches from the top edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or 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. When you endorse any item your endorsement is a guaranty by you to us and all others who accept the item endorsed that the item you deposit is good; that the funds are properly payable; and you give other warranties under applicable laws. This means that if the item is not good or is not paid for any reason you are fully responsible to us or any other person for the amount of the item.

**a1. 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.

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

thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

**b. Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and given to 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. Items and their proceeds may be handled in accordance with applicable Federal Reserve and other/local Clearing House rules/agreements. 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. This means that 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.

**c. Direct Deposits.** We may offer a direct deposit option allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts with us. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums.

**d. 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.

**e. 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).

**f. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft

contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

**g. Final Payment.** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose a return item charge as set forth in the Schedule on your account without notice. If we incur any fee collecting any item, we may also charge such fee to any of your accounts with us. We reserve the right to refuse or to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use, or the amount of time that has passed since the date of the deposit.

If for any reason you do not have sufficient funds in your accounts to satisfy our charge back, then all joint owners agree to pay us the amount charged back on demand, together with all fees and costs as set forth herein.

**7. 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. Except as otherwise specifically provided in this Booklet or other written agreement(s) with us, all withdrawals shall be made in person, at an automated teller machine, internet, telephone, by mail, automatic transfer or by written order, duly executed or by power of attorney upon a form acceptable to us and duly authenticated. Payments upon your order may be made in coin, bills, or checks at our option. You also agree that your account(s) are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.

**a. Restrictions on Withdrawals from All Accounts.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

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

account card with us and will be mailed to your address of record.

**b. Transaction Limitations for All Share Savings and Money Market/Money Management Accounts.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-In-Savings Disclosure or your electronic Funds Transfer Agreement and Disclosure.

**c. 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. HSA and IRA certificate accounts are also subject to the limitations imposed by federal law and regulations and to any limitations set forth in your Credit Union IRA /HSA Agreement, the terms of which are also incorporated herein by reference.

**d. Checking Accounts.** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You agree to take precaution in safeguarding your blank checks. 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, we will not have any liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

**d.1.** 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.

**e. Telephone Transfers.** A transfer of funds from one of your accounts to another of your accounts at the Credit Union may be made by telephonic instructions given by the same persons and under the same conditions that a written transfer request could be made. You agree that the Credit Union may rely upon the apparent authority of a person that is able to provide the Credit Union with the information we require to initiate a transaction by telephone.

**f. 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

**g. Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account for 36 hours or more after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, **we recommend you not use your debit/check card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).** Note: Using your debit card to settle your bill at departure should not subject you to these risks.

**h. Restrictions Required by Applicable Laws.** We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA Patriot Act and Office of Foreign Assets Control Act require us to do so.

**8. Account Rates and Fees.** Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in this Agreement. 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.

**9. Authorized Signature.** We are authorized to recognize any signature on an Account Card or document, but 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, if you authorize the use of a facsimile signature, we shall not be liable for honoring any instrument that appears to bear your facsimile signature, even if made by an unauthorized person.

**10. Account Access.** You may make deposits, withdrawals, transfers and other authorized transactions from your account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.

**a. Authorized User(s).** You should exercise caution in providing authority, information, documentation or access devices to others. 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. You and the person authorized (as defined

herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us.

**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. 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. You acknowledge and agree that any owner of a joint account or service, or any co-borrower may provide authority to others, or may make transactions involving others, who will have access to all such information as to all owners and/or co-borrowers. 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 Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Other Lien Holders.** 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.

**12. Powers of Attorney.** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur and agree to indemnify us for any loss or other expense we incur from our acceptance of your Power of Attorney.

**13. Overdraft and Overdraft Protection Plan:** An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise or if we impose a fee that exceeds the balance in your account(s) ("Overdraft"). Unless you have an approved overdraft protection agreement with us, you agree not to cause any Overdraft on any of your accounts with us. The Credit Union, in its sole discretion, may pay any Overdraft via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the Schedule for any Overdraft, whether paid or denied. You agree to pay to us promptly the amount of the Overdraft as applicable together with the fee pursuant to the Credit Union's policies.

The Credit Union has no obligation to notify you of any Overdraft, any Insufficient Funds Transaction, or charge that creates a negative funds balance in your account(s).

You agree that the Credit Union may 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. Authorized acts include, but are in no way limited to any transaction on your accounts, payments on your loans and other obligations whether pre-authorized or otherwise, any default or transaction that exceeds your authorized credit limits. 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.

**14. Postdated and Stale Dated Drafts.** We may pay any draft without regard to its date unless you notify us in writing of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. 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.**

**15. 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. If this is a multiple party account, we will accept a SPO from any owner regardless of who signed the instrument or otherwise authorized the Transaction. 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 Fee Schedule, which sum may be transferred by us from any owner's account(s) or paid directly to the Credit Union.

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 insufficient funds item rather than the service charge for a stop payment order.

**16. Legal Process and Other Adverse Claims.** Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, (hereafter called "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. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the Credit Union. 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.

**17. 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. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, statements will be (1) e-mailed to you as an attachment;

or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Fee Schedule for each requested item and /or for research as applicable.

**a. Your Duty of Examination:** You understand and agree that periodic statements are made available to you on the date mailed by us or our agent; or are otherwise made available to you. You acknowledge and agree that checks and other instruments are also made available to you for review on the date the periodic statement is mailed or made available, even though they do not accompany the statement. **You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate. You agree that we will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded or inaccurate transaction or item if: (1) you do not review and notify us in writing within thirty (30) days of the mailing date of the earliest periodic statement containing information about or indicating any forgery, alteration, unauthorized signature or transaction, missing signature, improper or missing endorsement, encoding error or other inaccuracy; or (2) any checks or instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.**

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.

**b. Your Duty to Notify Us:** You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the time described in this section. 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.

**c. Fiduciary Accounts:** 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.

**18. Change of Name or Address** You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: (1) writing us at the address set forth in **this booklet**; or (2) via e-mail using the Credit Union's secure web site (the portion of the site you may access after entry of your user name and password 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.

**19. Inactive/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 Fee Schedule for inactivity, which is generally the failure to transact any business on an account for a period of 36 months or more. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Rate and Fee Schedule for processing your dormant account. You authorize us to transfer funds from another account of yours to cover any such fees. 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. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**20. Termination of Account(s) and Service(s).** We, in our sole discretion, may terminate, limit or restrict, **or change the terms**, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. 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. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. 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.

**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).

**Par Value Requirement.** If your membership account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's Bylaws. Upon termination, the Credit Union may charge a fee as set forth in the Schedule.

**21. Membership Termination.** 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 further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement; without notice or further action. Upon termination, no Transaction(s) will be allowed.

**22. Death of Account Owner.** We may continue to honor all Transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all Transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Account Card (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to it be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement.

**23. Statutory and Consensual Liens on Shares.** By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you grant us and we impress 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. Payment of any sums to a joint owner, beneficiary, or other party will be subject to payment of all outstanding obligations owed to us.

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. This right is immediate and applies to all accounts which means there will be no limitation or delay with regard to any stated maturity date as to any certificate or other applicable shares.

**24. 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.

**25. 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.

**26. General Limitation on 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: through no fault of ours, your account does not contain enough money to make the transaction; circumstances beyond our control prevent the transaction; your loss is caused by your negligence or by another financial institution; or the money in your account is subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of your funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. You agree that the person(s) establishing any account with us are solely responsible for the structure and information provided for the account (e.g., owner(s) name(s), Social Security or other Tax ID Number, trustee(s), custodian(s), etc...); and we provide no advice and make no representations regarding the structure of any account(s) or other services. The Credit Union will not have any responsibility or liability to you or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights; insufficiency of funds; or otherwise.

**27. Telephone Requests.** 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. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order.

**28. Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your account(s) or about you without your permission. However, we may disclose information; (1) when it is necessary to complete transfers or Transactions; or to send notice of dishonor or nonpayment; (2) to our accountants; (3) to state or federal government regulators; (4) to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime; (7) to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute; (8) to furnish information about the

existence of an account to any judgment creditor of yours who has made a written request for such information; or (9) when we are attempting to collect an obligation owed to us. In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying and other expenses incurred by us or payable pursuant to the Schedule regarding any subpoena or other legal process.

You may apply for additional financial services, or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide orally, electronically or in writing "payoff" and other information including the amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions 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.

**29. Costs, Expenses and Attorneys' Fees.** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 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.

**30. 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. Without in any way limiting our rights under this provision we specifically reserve the right to refuse to accept or conduct any transaction or business on behalf of any person or entity that claims trademark, copyright or other such status upon a personal name; but we have the right to do so without any limitation or liability in using any such name in the ordinary course of business; in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

**31. Miscellaneous.** In this Agreement, except as otherwise indicated, the singular includes the plural and the masculine includes the feminine and the neuter. Further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Ohio which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise.

You represent and agree that you shall perform all transactions, undertakings and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Ohio. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. 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. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern.

If there is a dispute between owners or any other parties claiming an interest in any account(s) or transaction(s); if there is any dispute regarding ownership, entitlement, payment, an owner's intent or instructions, or otherwise with regard to any account or any transaction; or if we receive inconsistent instructions or claims, we can in our sole discretion: (1) suspend or terminate the account(s) and require a court order; (2) require an agreement in writing that we deem sufficient; (3) file an interpleader or similar action and pay any sums in dispute into a court or other appropriate entity; or (4) take such other action as we deem appropriate

**32. 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. If a change to a multiple account or service is requested, we may require that all multiple owners indicate their consent by signing our document evidencing the change. 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.

**33. Member Organization or Business Accounts.** Accounts held in the name of a member, organization, or association for business purposes are subject to the same terms set forth in the Agreement and the following additional rules. The account owners agree to inform us of the persons authorized to transact business on behalf of the business or organization in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable and corresponding Account Card until such time as we are

informed of changes in a written document signed by any owner, officer or director of the organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed, and be deposited to a business account. Further, if a resolution or Account Card identifies the member/owner as an organization of any type; or if the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees or other requirements.

**34. Multiple Party Accounts.** Any or all owners can make deposits or withdrawals regardless of contributions. To make withdrawals, an owner must have his or her signature on file with us. If only one owner has signed a signature card, the account may be treated as an individual account. Each owner guarantees the signature of all other owners. We may accept orders, instructions, and requests for future services from any account owner. Any account owner may withdraw funds, stop payment of items, 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. If there is a dispute between owners, if there is any dispute regarding ownership of an account or any deposit to an account by an owner or a party who we in good faith believe has a right to assert a claim or dispute (such as a personal representative of an owner), or if we receive inconsistent instructions, we can suspend or terminate the account(s) and require a court order or require an agreement in writing concerning any Transaction on the account(s). 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).

We have the right to endorse any drafts, checks, or other orders for the payment of money made out to any of the owners. Once endorsed, we can deposit them in any multiple party account, or we can endorse them for deposit by using a stamp to show a general endorsement for the account. Each owner appoints the others as his or her agent to endorse, deposit, withdraw cash and conduct business for the account. Further, any owner may make requests for services or make elections relating to any multiple party account; and such requests or elections shall be binding upon all owners. Acting as an agent, any owner or owners can endorse a draft, check, or other payment order made out to any other owner or owners of the account and any owner may pledge to us the funds in any account to secure any joint or individual obligation to us. Once endorsed, the money can be taken in cash or deposited into any multiple party account. You agree that any money in this account can be paid to any one or more of the owners. This payment can be made on the orders or instructions of any of the owners, whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability.

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

**35. Payable on Death.** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is

payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. POD beneficiary designations do not apply to IRA accounts, but instead, are subject to your IRA Agreement/Certificate. The Credit Union has no obligation to notify any beneficiary of any POD account or the vesting of his or her interest. Further, the Credit Union is also entitled to all additional protections provided by applicable law regarding the payment of sums on deposit in POD accounts. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries.

**36. 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. We have no duty to inquire into the use of any funds or purpose of any transaction by the account custodian/trustee. Upon the death of the account custodian/trustee where no successor custodian/trustee is appointed pursuant to applicable laws, we may place an administrative freeze on the account until we receive instructions from a person authorized by law to withdraw funds or an appropriate court order.

**37. Minors Accounts.** For any account established by or for a minor, we reserve the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under applicable state law who shall be jointly and severally liable to us for any of the other owners' transactions, such as – but not limited to returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Account Card if the minor can sign his or her own name, but may accept the representative signature of the minor's apparent guardian or parent (e.g., "Mary Doe by John Doe, Father") on the Account Card – or for any transaction on behalf of the minor where we may require a signature. All parties to such an account acknowledge and agree that the minor's apparent legal guardian may make any and all transactions we allow on behalf of a minor. 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 is a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. We will not change the account status when the minor reaches the age of majority, unless a change is authorized in writing by all account owners.

**38. Custodial and Other Fiduciary Accounts.** The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability.

Any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity must be designated to us as such on the Signature Card, as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

**39. Club Accounts.** The Credit Union offers club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you. If paid electronically, this payment is deemed a pre-authorized transfer.

**ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-MAIL"),  
FACSIMILE AND OTHER ELECTRONIC SERVICES AND  
COMMUNICATIONS.**

**1. Electronic Records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to 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. You further acknowledge and understand that 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.

**2. "E-Mail" and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application and Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us

if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive e-mail communications

that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. 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. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number on the back of this booklet.

***You expressly consent and agree to us, our agents or any parties we authorize sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.***

**3. CONSENT TO ELECTRONIC SIGNATURES. BY COMPLETING AND SUBMITTING YOUR REQUEST, I/WE CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO ME/US IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE CREDIT UNION ELECTRONICALLY. I/WE AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND I/WE AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES MY/OUR SIGNATURE AS THOUGH SAME WERE PHYSICALLY SIGNED BY ME/US. IF THERE IS A CO-APPLICANT OR USER, I/WE REPRESENT AND WARRANT THAT SUCH CO-APPLICANT OR USER HAS AUTHORIZED THE SUBMISSION OF THIS APPLICATION. THIS ELECTRONIC SUBMISSION/CONSENT QUALIFIES AS MY/OUR SIGNATURE FOR ALL PURPOSES AND USES WHATSOEVER.**

**4. Links to Other Sites.** Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk

**ELECTRONIC FUNDS TRANSFER AGREEMENT AND  
DISCLOSURE**

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by West Ohio United Methodist Credit Union ("credit union"). In this agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share and checking accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

**1. EFT SERVICES** – If approved, you may conduct any one or more of the EFT services offered by the credit union.

**a. MasterMoney Check Card.** If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your card and personal identification number (PIN) in ATMs of the credit union, PLUS, Pulse, STAR networks, and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

- Make deposits to your share and checking account.
- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail or telephone from places that accept MasterCard.

The following limitations on the frequency and amount of MasterMoney Check Card transactions may apply:

- There is no limit on the number of MasterMoney Check Card purchases you make per day.
- You may purchase up to a maximum of \$1,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- You may withdraw up to a maximum of \$200.00 in any one day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- You may purchase up to a maximum of \$1,000.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your account at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**b. Anytime Access.** If we approve Anytime Access for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Anytime Access to:

- Withdraw funds from your accounts
- Transfer funds from your share and checking accounts
- Obtain balance information for your share, checking, Money Market, and Club accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts

Your accounts can be accessed under Anytime Access via a touch-tone telephone only. Anytime Access service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The credit union may set other limits on the amount of any transaction, and you will be notified of those limits.

The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

**c. Preauthorized EFTs:**

**Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or federal recurring

payments, such as Social Security to your share and/or checking account.

**Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share, and checking account.

- See section 2 for transfer limitations that may apply to these transactions.

**Stop Payment Rights.** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

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

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

**d. Electronic Check Conversion/Electronic Returned Check Fees.**

If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**e. Home Banking.** If we approve Home Banking for your accounts, a separate password will be assigned to you. You must use your account number and password to access your accounts. At the present time, you may use Home Banking to:

- Withdraw funds from your share, checking, Money Market, and Club accounts.
- Transfer funds from your share, checking, Money Market, and Club accounts
- Obtain balance information for your share, checking, loan, Money Market, Club and certificate accounts.
- Make loan payments from your share, checking, Money Market, and Club accounts.

Your accounts can be accessed under Home Banking via personal computer. Home Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions

**f. Bill Pay.** We will process bill payment transfer requests only to those creditors the credit union has designated in the User Instructions and such creditors as you authorize and for whom the credit union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of bill payments per day.

**2. TRANSFER LIMITATIONS** – For all share accounts, no more than six (6) preauthorized, automatic, telephone, or internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

### 3. CONDITIONS OF EFT SERVICES

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

#### c. Foreign Transactions.

**MasterCard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the date the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

A fee of up to 1% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. A fee of up to 1% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

**d. Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and checking or loan accounts as provided in this agreement. Each joint

account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES** – There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**5. MEMBER LIABILITY** – You are responsible for all transactions you authorize using your EFT services under this agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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).

You are not liable for an unauthorized MasterCard debit card transaction that was not conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two (2) or more incidents of unauthorized use in the past twelve (12) months, and your account is in good standing. Otherwise your liability for an unauthorized MasterCard debit card transaction that was not conducted at an ATM will be no more than \$50.

For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that would have stopped someone from using your card or code 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 including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(513) 528-1521  
(800) 373-1059

Or write to:

West Ohio United Methodist Credit Union  
431 Ohio Pike, Suite 100  
Cincinnati, OH 45255  
Fax: (513) 528-7480

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without permission.

## 6. RIGHT TO RECEIVE DOCUMENTATION -

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, point-of-sale (POS) terminal, or debit card transaction with a participating merchant.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub) you can find out whether or not the deposit has been made by calling (800)373-1059. This does not apply to transactions occurring outside the United States.

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

- As Necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. BUSINESS DAYS** – our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION 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, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.

- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount the participating merchant and date of the bill payment transfer made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors
- Any other exceptions as established by the credit union.

**10. NOTICES** – All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

**11. BILLING ERRORS** – In case of error or questions about electronic funds transfers from your share and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(513) 528-1521  
(800) 373-1059

Or write to:

West Ohio United Methodist Credit Union  
431 Ohio Pike, Suite 100  
Cincinnati, OH 45255  
Fax: (513) 528-7480

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the credit union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation 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 forty-five (45)\*\* days to investigate our complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documentation that we used in our investigation.

\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated

outside the U.S., its possession and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

**12. TERMINATION OF EFT SERVICES** – You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated, and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

Revised 10/2011

#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

This disclosure describes your ability to withdraw funds at West Ohio United Methodist 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.

**1. GENERAL POLICY** – Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** – In some cases, we will not make all of the funds that you deposit by check available to you on the next business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2<sup>nd</sup>) business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first (1<sup>st</sup>) business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. HOLDS ON OTHER FUNDS** – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Revised 7/2011

**13. GOVERNING LAW** – This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Ohio and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

**14. 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 fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**4. LONGER DELAYS MAY APPLY** – 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.
- You deposit checks totaling more than \$5,000 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer 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 (7<sup>th</sup>) business day after the day of your deposit.

**5. 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 your electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh (7<sup>th</sup>) business day after the day of your deposit. If your deposit of these checks (other than a US Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2<sup>nd</sup>) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7<sup>th</sup>) business day after the day of your deposit.

**6. 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 second (2<sup>nd</sup>) 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.

**7. FOREIGN CHECKS** – Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as check drawn on U.S. financial institutions. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

## TRUTH-IN-SAVINGS DISCLOSURE

The rates, fees, and terms applicable to your account at the Credit Union are provided in this Truth-In-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

Account Type	Share	Club	IRA Share	HSA Share	Money Market
<b>Dividends</b> Dividend Rate/Annual Percentage Yield (APY)	<b>.10%</b>	<b>.10%</b>	<b>.25%</b>	<b>.025%</b>	<b>.35%</b>
Dividends Compounded: Dividends Credited: Dividend Period	Quarterly Quarterly Quarterly (Calendar)	Quarterly Quarterly Quarterly (Calendar)	Quarterly Quarterly Quarterly (Calendar)	Quarterly Quarterly Quarterly (Calendar)	Quarterly Quarterly Quarterly (Calendar)
<b>Balance Requirements</b> Minimum Opening Deposit: Minimum Balance to Avoid a Service Fee Minimum Balance to Earn the Stated APY: Balance Method to Calculate Dividends:	\$5.00 - \$5.00  Average Daily Balance	\$5.00 - \$5.00  Average Daily Balance	\$5.00 - \$5.00  Average Daily Balance	\$25.00 - \$25.00  Average Daily Balance	\$2,000 \$2,000 -  Average Daily Balance
<b>Account Limitations</b> (see Paragraph 6)					

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts.

1. **Rate Information** – The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. All accounts are tiered rate accounts. If your average daily balance is from \$5,000 to \$1,999.99, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your average daily balance is from \$2,000.00 to \$4,999.99, the second dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for the balance range will apply to the full balance of your account.
2. **Nature of Dividend** – Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
3. **Dividend Compounding And Crediting** – The compounding and crediting frequency of dividends and dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
4. **Accrual of Dividends** – For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.
5. **Balance Information** – To open any account you must deposit or already have on deposit at least the par value of one full share in a share account. The par value amount is \$5.00. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the Rate Schedule. For Share, Club, HSA, and IRA Share accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the average daily balance method as stated on the Rate Schedule, dividend are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.
6. **Account Limitations** – For all accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from each account to another account or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, our account may be subject to a fee or be closed. For Money Market accounts you will be charged a fee as disclosed in the Fee Schedule for each withdrawal after four (4) per month.
7. **Fees For Overdrawing Accounts** – Fees may be imposed on each check, draft, item, ATM card withdrawal, debit card point of purchase preauthorized automatic debt, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may no be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approve an overdraft protection limit for your account, such fees may reduce your approve limit. Please refer to the Fee Schedule for current fee information.

The rate and fees appearing with this Schedule are accurate as of the effective date indicated on this Truth-In-Savings Disclosure. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.

Revised 10/6/2011

**West Ohio United Methodist Credit Union Fee Schedule  
Fee Schedule--January 1, 2012**

**HSA Checking**

<b>**HSA Monthly Maintenance Fee</b>	\$	2.00	each
Online Account Access		none	
Electronic Statements		none	
HSA Debit Card-Maintenance Fee		none	
Online Check Retrieval		none	
Insufficient Funds - NSF	\$	29.00	each
Stop Payment	\$	15.00	each
IRS Reporting (1099 SA)		none	
HSA Checks-packet of 50	\$	10.00	

**\*\*Waived for WOC health plan participants electing e-statements**

**Traditional Checking**

Monthly Service Fee		none	
Online Account Access		none	
Electronic Statements		none	
Debit Card-Maintenance Fee		none	
Online Check Retrieval		none	
Insufficient Funds - NSF	\$	29.00	each
Stop Payment	\$	15.00	each
Access Overdraft LOC	\$	15.00	each
Checks		As quoted	

**ATM/Debit Card Fees**

*ATM Cash Withdrawals	\$	0.50	each--1st 4 per month are free
*ATM Balance Inquiries	\$	0.25	each
*ATM Deposits		none	
ATM Deposit Return Fee	\$	29.00	each
ATM NSF (Opt-in only)	\$	29.00	each
ATM Balance Update - Online	\$	2.00	each
<i>*ATM owner may impose additional charges or surcharges</i>			

**Regular Share/Savings**

Below Minimum Balance	\$	3.00	Per month below Min.
Excessive Withdrawals > /6 per month	\$	1.00	each

**Individual Retirement Accounts (IRAs)**

IRA Annual Maintenance Fee	\$	12.00	
IRA Closing Fee	\$	25.00	

**Other Service Fees**

Official Check-Third Party	\$	2.00	each
Cashier/Certified Check	\$	2.00	each
Money Orders	\$	2.00	each
Non member check cashing	\$	3.00	each
Return Loan Payment	\$	29.00	each
Wire Out Transfer Fee	\$	20.00	each
Wire - International	\$	50.00	each
Return Deposit Fee-Third Party	\$	15.00	each
Statement Copy Fee-Paper	\$	3.00	up to 3 months
Return Mail Fee / Bad Address	\$	5.00	each
**Dormant Account/ Month	\$	3.00	per Qtr/After 24 mo.
Account Research Fee	\$	10.00	Per half hour
Close/Conversion to New Acct	\$	10.00	
Trust Acct Conversions-Shares	\$	25.00	per account
Trust Acct Conversions-Loans	\$	50.00	Per loan
Convert to New Membership	\$	10.00	
Closed Membership Fee	\$	5.00	
Negative Balance Fee	\$	8.00	
Plastics reissue	\$	3.00	1 per year-free

**\*\*Not applicable for IRA and HSA**