



## MEMBERSHIP & ACCOUNT AGREEMENT

This Membership and Account Agreement addresses the rights and responsibilities concerning Accounts the Credit Union offers to its members. In this Agreement, the words "I," "my," "you," "your" and "yours" mean anyone who signs an Account Card or Account Change Card. The words "we," "us," and "our" mean the Credit Union. The word "Account" means any one or more share or other Accounts you have with the Credit Union. Your Account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy, Truth-in-Savings Disclosure Statement, Schedule of Fees, and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

### 1. How do I join the Credit Union?

To join the Credit Union you must meet the membership requirements. A member can be an individual, corporation, partnership, trust or other organization. A member must purchase and keep at least one (1) share ("membership share") in the Credit Union at all times. The cost of one share is set forth in our Bylaws which are available for your review upon request. Before you can join the Credit Union, we must be able to determine your eligibility by reviewing your credit or obtaining your employment history. Typically, detailed reviews are used only to verify your eligibility for services you request such as a loan. Upon your request, we will give you the name and address of each agency from which we obtain a credit report regarding your Account.

### 2. What types of Accounts does the Credit Union offer?

- a. Single Party Accounts. A single party Account is an Account owned by one member qualified for Credit Union membership.
- b. Multiple Party Accounts. A multiple party Account is an Account owned by two or more persons. A nonmember can become a joint owner of a multiple party Account with a member.

### 3. Who will own the account if I die?

- a. Single party Account: The funds in your Account pass on your death to your estate or, if so designated, to a trust beneficiary, subject to applicable law and other provisions of this Agreement. State law may also permit a surviving spouse or next of kin to withdraw a limited amount after a certain period has passed after a member's death.
- b. Multiple party Account: Unless you tell us otherwise on the Account Card, all sums in the Account will pass to the surviving owner(s) of the multiple party Account. If you die leaving an unsatisfied debt that is subject to a Credit Union statutory lien, or you have given any security interest or pledge to the Credit Union, the Credit Union may exercise its right to satisfy the debt even if a surviving owner does not consent to it. For a multiple party Account without rights of survivorship, (i.e., if the joint owner has died) the deceased owner's interest passes to his or her estate as if it were a single party Account. If the multiple party Account is shared with a nonmember, we may be required to close the Account upon the death of the member-owner unless the nonmember qualifies and establishes Credit Union membership.
- c. Who controls the multiple party Account? Any owner that has signed the Account Card is authorized to act for any other owner(s) and may instruct us regarding transactions and other matters dealing with the multiple party Account. Each owner guarantees the signature of any other owner(s). Any owner may, for example, withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an Account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the Account and require a court order or written consent from all owners to act.
- d. Who is responsible for any debts incurred on a multiple party Account? The owners, jointly and severally, of a multiple party Account are liable to us for the amount of any returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any Account owner is indebted to us, we may enforce our rights against any Account of an owner or all funds in the multiple party Account regardless of who contributed them.

### 4. What other disclosures do I need to best understand my Credit Union Account?

This brochure contains your Banking Cardholder Agreement, Online Statement User Agreement as well as your Truth In Savings Disclosure Statement, Funds Availability Policy, Electronic Funds Transfer Disclosure, and a separate Privacy Policy and Schedule of Fees as required by law.

### 5. Can a minor child open an Account?

Yes. However, we may require any Account established by a minor child to be a multiple party Account with an adult owner. This is because many states do not allow minors to sign enforceable contracts. The adult owner shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. We may pay funds directly to the minor without regard to his or her age. If you are the guardian or parent of the minor, you must be a joint Account owner with the minor child in order to access that Account. We have no duty to inquire about the use or purpose of any transaction. We will not change the Account status when the minor reaches the age of majority, unless authorized in writing by all Account owners.

### 6. What is a Uniform Transfers/Gifts to Minors Account and can I establish such an Account in the Credit Union?

Yes. A Uniform Transfers/Gifts to Minors Account (UTTMA/UGMA) is an individual Account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor, to whom the gift is made, is the beneficiary of the custodial property in the Account. The custodian has possession and control of the Account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the Account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the Account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

### 7. Can I designate an agent to conduct transactions on my Account?

Yes. If you designate an agent on your Account, you are authorizing another person to make transactions as your agent for the Accounts designated. An agent has no ownership interest in the account(s) and has no Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

## **8. Are there any requirements or limitations on the deposits I make?**

Yes. Although funds may be deposited to any Account, they must be made in any manner approved by the Credit Union in accordance with this Agreement and the Schedule of Fees.

**a. Endorsements.** We may 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, one or more Account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If 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 made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**b. Collection of Items.** We act only as your agent and are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your Account.

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

**d. Direct Deposits.** We may offer pre-authorized deposits, such as payroll checks, Social Security or retirement checks, or other government checks, or transfers you authorize from other Accounts. You must authorize each direct deposit or transfer by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If you file for bankruptcy, we will continue making direct deposits unless you cancel that authorization. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your Account, we may deduct the amount returned from any of your Accounts, unless prohibited by law.

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

## **9. Who has access to my Account?**

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

## **10. How is my Account accessed?**

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

**b. ACH & Wire Transfers.** You may initiate or receive credits or debits to your Account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your Account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by Account or identifying number. The Credit Union (and other institutions) may rely on the Account or other identifying number as the proper identification even if it identifies a different party or institution.

## **11. Does the Credit Union have to follow any special instructions I put on a draft or check?**

No. Because we typically do not personally examine each and every draft or check, we may disregard information on any draft or check, such as obligations between you and another party, other than the signature of the drawer, the amount and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

## **12. How do I learn the rates and fees for Credit Union Accounts?**

Account rates and fees against your Account are set forth in the Rate Sheet and Schedule of Fees. You can obtain either from us by request or via the internet. We may change these from time to time and will notify of these changes where required by law.

## **13. Are there any restrictions to withdrawals I make on my Accounts?**

Yes. Withdrawals are permitted only if your Account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders, which are drawn against insufficient funds, may be subject to a service charge set forth in the Schedule of Fees. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between Account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the Account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of 7 days to 60 days before any intended withdrawals.

## **14. Are there any limits on the number of transfers I may make between my Accounts?**

Yes. Per Reg D, for Money Market Accounts, if applicable, the member is permitted to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another credit union account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card or similar order made by the member and payable to third parties. You may make unlimited transfers to any of your Accounts or to any credit union loan account and may make withdrawals in person, by mail, or an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

## **15. How can I learn the terms of any time deposit or certificate Accounts I have with the Credit Union?**

Any time deposit, term share, share certificate, or certificate of deposit Account allowed by state law we offer is subject to the terms of this Agreement and the Schedule of Fees and Account Deposit Receipt.

## **16. How will the Credit Union handle any overdrafts to my Account?**

**a. What is an overdraft?** You overdraw your Account on any day when the funds in your share draft Account are not sufficient to cover drafts, fees or other items posted to your Account. In many jurisdictions, it is a crime to knowingly issue a check or draft without sufficient funds.

**b. What is my liability to Credit Union for overdrafts?** All overdrafts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient Account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the Account required. We do not have to notify you if your share Account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your Account may be subject to a charge as set forth in the Schedule of Fees. We, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your Account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits. Regulation E prohibits fees for overdrafts in connection with ATM and one-time debit card transactions, unless the member agrees or opts-in to these fees.

**c. Can I avoid an overdraft situation if I don't have sufficient funds in my Account?** Yes. If we have approved an overdraft protection plan for your Account, we will honor drafts drawn on insufficient funds by transferring funds from another Account under this Agreement or a loan Account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers is set forth on the Schedule of Fees. This Agreement governs all transfers, except those governed by agreements for loan Accounts. You may still overdraw your Account if your withdrawals exceed available funds in other Accounts or the amount available from a loan Account established as overdraft protection.

## **17. What happens if I write a postdated check or draft to someone?**

We may pay any draft without regard to its date unless you notify us 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. Your notice must accurately describe the draft, including the exact number, date, and amount. You understand that exact information is necessary for the Credit Union 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 14 calendar days unless confirmed in writing. A written notice is effective for 6 months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable.

## **18. What happens if I write a check or draft on my Account and it is not cashed for six months or more?**

We do not have to pay a check or draft, other than a certified check, that is more than 6 months past its date.

## **19. Can I stop payment on any check or draft that I write?**

Yes. You may instruct us to stop payment on checks or drafts that you have written. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us.

**a. How do I ask the Credit Union to stop payment?** You may request a stop payment order on any draft drawn on your Account. To be binding, your order must be dated, signed, and describe the Account and draft number and the exact amount of the draft. The stop payment will be effective if the Credit Union receives the order in time to stop payment. You understand that exact information is necessary for the Credit Union to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to stop payment, we will not be liable to you or to any other party for payment of the draft. If we re-credit your Account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

**b. How long is my stop payment order effective?** An oral stop payment order will lapse within 14 calendar days unless confirmed in writing within that time. A written stop payment order is effective for 6 months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

## **c. What is the Credit Union's liability for following my stop payment order?**

None. We will charge your Account for stop payment orders as set forth on the Schedule of Fees. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party Account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## **20. What is the Credit Union's liability for failing to complete my transactions?**

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

## **21. Can the Credit Union impress a lien against my Account?**

Yes. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the Account funds in any Account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your Accounts and we may use the funds from your Accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, and unless prohibited by applicable law. All Accounts are non-assignable and nontransferable to third parties.

## **22. How will the Credit Union treat any lawsuits brought against me involving my Account?**

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

**23. What information does the Credit Union disclose about me to third parties?**

Generally, the Credit Union will not disclose Account information to third parties except when: (1) it is necessary to complete a transaction you have authorized; (2) the third party seeks to verify the existence or condition of your Account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you consent. You should review the Credit Union's privacy notice for more information.

**24. Must I notify the Credit Union of any address or name change?**

Yes. You must notify us of any address or name changes. We are only required to attempt to communicate with you at the most recent address you have provided to us. We only accept written notices of a change in address. Any written notice you give us is effective when we receive it.

**25. Will the Credit Union notify me of any changes to this or other Agreements?**

Yes. We may change the terms of this Agreement unless prohibited by law. We will notify you of any changes in terms, rates, or fees as required by law. Typically, a notice of any change will be mailed to you with your Account statement. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any Account owner is considered notice to all Account owners.

**26. What if I give the Credit Union an incorrect social security or taxpayer identification number?**

Our failure to furnish a correct social security or taxpayer identification number (TIN) or meet other requirements may result in backup withholdings. If your Account is subject to backup withholdings, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your social security or TIN, we may suspend opening your Account.

**27. What responsibilities do the Credit Union and member have regarding Account statements?**

If your Account is one for which we provide a periodic statement, you will receive a periodic statement of transactions and activity on your Account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party Account. For share draft or checking Accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. A charge as set forth on the Schedule of Fees may be required to obtain a copy of your draft or check. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your Account unless you notify us in writing within the above time limit for notifying us of any errors.

**a. What happens if I don't review my Account statement?**

You are responsible for promptly examining each statement and reporting any irregularities to us. We are not responsible for any forged, altered, unauthorized or unsigned items drawn on your Account if: (1) you fail to notify us within 30 days of the mailing date of the earliest statement of any forgery, alteration or unauthorized signature on any item described in the statement; (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine; or (3) after one year from the earliest statement.

**b. What if I do not receive a statement**

If you fail to receive a periodic statement you agree to notify us within 14 days of the time you regularly receive a statement.

**c. What if I want my statement sent to me electronically?**

You will be required to provide consent to electronic delivery using the Credit Union's Internet branch or other method. If you receive an electronic statement, you must review your Account statement in the timely manner as stated above as if we sent a paper statement to you by mail.

**28. What happens if I stop conducting transactions on my Account?**

If your Account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Schedule of Fees during which we have been unable to contact you by regular mail, we may classify your Account as inactive or dormant. We may charge a service fee set forth on the Schedule of Fees for maintaining your inactive Account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the Account funds to an Account payable 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 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.

**29. How will the Credit Union treat any special Account instructions such as trusts, wills and court-ordered Account arrangements?**

You may request that we facilitate certain trust, will, or court-ordered Account arrangements. However, because we do not give legal advice, we cannot counsel you as to which Account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any Account owner, such as adding or closing an Account or service, must be evidenced by a signed Membership Account Agreement, and accepted by us. You should also determine in advance whether any special Account arrangements affect the federal share insurance on that Account.

**30. How is an Account terminated?**

The Credit Union may terminate your Account at any time and without notice to you or we may require you to close your Account and apply for a new Account if: (1) there is a change in owners or authorized signers; (2) there are no members on the Account; (3) there has been a forgery or fraud reported or committed involving your Account; (4) there is a dispute as to the ownership of the Account or of the funds in the Account; (5) any share drafts are lost or stolen; (6) there are excessive returned unpaid items not covered by an overdraft protection plan; (7) there has been any misrepresentation or any other abuse of any of your Accounts; or (8) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party Account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party Account. We are not responsible for payment of any draft, withdrawal, or other item after your Account is terminated, however, if we pay an item after termination, you agree to reimburse us. The Credit Union may be entitled to additional rights over Accounts pursuant to any loan agreements with a member.



### **31. How is Credit Union membership terminated?**

You may terminate your membership by giving us notice. We may deny services or expel you for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of membership does not affect existing obligations you may have to the Credit Union.

### **32. What happens to ongoing transactions if the Account owner dies?**

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

### **33. What happens if any portion of this Agreement is found invalid or unenforceable?**

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

### **34. How can the Credit Union recover against a member that causes a loss for failing to follow this Agreement?**

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

### **35. What law governs this Agreement?**

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

### **36. What Does Risk Based Pricing Mean?**

Risk Based Pricing means the applicants credit information could affect the terms of their loans if the terms are materially less favorable than those offered to a substantial portion of new loan applicants.

### **37. What is Reg. V and how will it affect me?**

Reg V, also known as the FACT ACT, means the Credit Union may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## **TRUTH IN SAVINGS DISCLOSURE STATEMENT**

Includes our Overdraft Privilege and  
Funds Availability Policies

This brochure, including any individual Account brochures that accompany this brochure, is intended to provide you with information about one or more Accounts offered by the Credit Union. Included where applicable is information regarding the dividend rate, annual percentage yield, any minimum balance requirement, withdrawal terms, fees and other important Account information to assist you in making an informed decision about investing your savings with us. Should you have any questions about these disclosures, about our current dividend rate, annual percentage yield, or otherwise, please call a member service representative at 781.592.5420.

### **Schedule of Fees for All Accounts**

Your Account will be charged any and all applicable fees as noted in our Schedule of Fees included with and made part of this brochure.

### **The following factors may affect the amount of dividends your account receives.**

#### **Nature of dividends and relation to APY**

Except in the case of Term Certificate Accounts (where the dividend rate is fixed for the term of the Account Certificate), dividends may be paid only from current income and accumulated earnings, after required transfers to reserves at the end of each dividend period. The dividend rate and annual percentage yield applicable to an Account may therefore change from time to time as determined by the Credit Union's Board of Directors in its discretion. The Credit Union dividend period is MONTHLY, as noted below, beginning on the first day of such period and ending on the last day of the period.

As used in these disclosures, (i) "dividend rate" means the dividend paid (or expected to be paid) on an Account, without giving effect to the compounding of previously earned dividend, shown as an annual figure and expressed as a percentage of the Account balance; and (ii) "annual percentage yield" or "APY" means a percentage rate reflecting the total amount of dividend expected to be earned in a year on an Account, based on the dividend rate and the frequency of compounding the accrued dividend. All disclosures concerning the APY applicable to an Account (other than Term Certificate Accounts which are covered by separate paragraph) assume that the dividend rate disclosed remains in effect for one year and that dividends are not withdrawn.

#### **Frequency of compounding dividends and the method of determining the balance on which dividends are paid**

Dividends are compounded based on the AVERAGE daily balance in your Account. You can compute the dividends earned on your Accounts each day by multiplying the then current simple annual interest rate times the AVERAGE balance in your Account at the end of each day, divided by 365 days. The amount of dividends you earn for each day will be added to your principal balance monthly. If you withdraw funds from your Regular Savings Account before dividends are paid, you will receive dividends accrued on the funds prior to withdrawal, but such dividends will not be credited to your Account until the next dividend declaration date. If you withdraw funds from your NOW Account before dividends are paid, you will not receive dividends accrued on the funds prior to withdrawal.

If you CLOSE your account(s) prior to accrued interest being credited, the accrued dividend will not be paid. In order for your deposit Account to earn a dividend for a dividend period, you must maintain the AVERAGE daily balances disclosed herein.

If your AVERAGE daily balance falls below these minimums for that dividend period, you will not earn any dividends during that period. In order to earn the annual percentage yield disclosed in the attached Rate Sheet for a particular Account,

Account Type	Compounded and Credited	On Average Balances of
Regular Savings	Daily/Monthly	\$25.00
NOW Account	Daily/Monthly	\$400.00
Holiday Club	Daily/Monthly	N/A
Vacation Club	Daily/Monthly	N/A

#### Minimum balance to open an account

REGULAR SAVINGS ACCOUNTS: \$25.00      NOW ACCOUNT: No Minimum  
ALL CLUB ACCOUNTS: No Minimum      IRA MONEY MARKET: \$ N/A  
SUPER MONEY MARKET ACCOUNT: \$10,000.00      MONEY MARKET ACCOUNT: \$2,500.00

#### Collection of Non-Cash Deposits

Every share draft, check or other item other than cash which is accepted for deposit in your Account will be provisionally credited to your Account on the day it is deposited and earn dividends from the day it is so provisionally credited to your Account. If, however, the Credit Union is subsequently unable in the normal course of business to obtain payment for that item, you will not earn any dividends on that deposit.

#### Notice of Certain Changes

We will notify you in writing at least 30 days prior to the effective date of changes of the sort described below which will reduce your APY or otherwise adversely affect your Account.

The frequency of compounding dividends;  
The frequency of crediting dividends;  
Minimum balance requirements; or  
Fees, charges and penalties.

We will not send you notice, however, of any change in the interest rate or APY applicable to any Account where the interest rate is subject to change from time to time, although notice of changes in interest rates will be posted in the Credit Union's offices. Also, no notice of changes to fees for printing of share drafts/checks will be sent. In addition, where there is any change in the information disclosed in this statement, the change will appear in a notice posted in the lobby of our offices.

#### General Policies and Procedures

We may refuse a withdrawal request if any documents or identification we or the law requires in connection with the withdrawal has not been presented to us. Although non-cash deposits earn dividends from the date first credited to your Account, the time when they may be withdrawn or otherwise become available for use is governed by the Credit Union's Funds Availability Policy which is made part of this disclosure. By opening and maintaining an Account with the Credit Union, you have agreed to the Rules and Regulations of the Credit Union and any amendments thereto.

To open an Account with the Credit Union, you must deposit \$25.00 in a Regular Savings Account (the par value of a share of the Credit Union). By law, the Credit Union may accept deposits only from persons who are members or who are eligible to become members, or certain other persons or entities. To obtain further information, contact a member service representative.

#### Term Certificate and IRA Accounts

Here are some basic facts about your TERM CERTIFICATE and INDIVIDUAL RETIREMENT Accounts. These disclosures are in addition to those on the Account certificate. Once your Account is opened, you may not make additional deposits to it, although you may open a separate Account at the then effective dividend rate. Additional Account deposits are subject the individual rules of the account. By opening and maintaining an Account with the Credit Union, you have agreed to the terms of the Account as set forth here and on the certificate and any amendments thereto.

#### Maturity

The maturity date is stated upon the certificate received with your account deposit.

ABOVE APPLICABLE TO NEW ACCOUNTS ONLY. IF THIS DISCLOSURE IS PROVIDED ON THE MATURITY OF AN ESTABLISHED CERTIFICATE, PLEASE SEE YOUR MATURITY NOTICE FOR ACCOUNT DETAILS.

SPECIAL RULES CONCERNING THE COMPOUNDING AND CREDITING OF DIVIDENDS and MINIMUM BALANCES TO EARN THE DISCLOSED DIVIDENDS

St. Jeans Credit Union offers Fixed Rate Accounts with terms of 3 months, 6 months, 9 months, 12 months, 18 months, 24 months and 36 months. Dividends are compounded and credited AS SHOWN IN THE TABLE BELOW based on the ACTUAL daily balance in your Account.

A preferred rate will be offered to members with an aggregate balance of 1) \$50,000.00 to \$74,999.99 and 2) \$75,000.00 and above.

ACCOUNTTYPE: Simple Interest MINIMUM BALANCE: \$500.00 COMPOUNDED AND CREDITED: Daily and Paid at Maturity

ACCOUNT TYPE: Regular Term MINIMUM BALANCE: \$500.00 COMPOUNDED AND CREDITED: Daily/Monthly

ACCOUNTTYPE: IRA Term MINIMUM BALANCE: \$500.00 COMPOUNDED AND CREDITED: Daily/Monthly

#### Early Withdrawal Penalties:

##### For a Term Certificate Account (TC)

You may withdraw all or some of the principal balance in your TERM CERTIFICATE (TC) Account prior to maturity. Any withdrawals from your TC Account before maturity are subject to the penalties listed below, but you will be credited with any dividends earned on funds withdrawn prior to maturity, such dividends to be credited at the time of withdrawal.

Dividends which have been credited to your TC Account may be withdrawn at any time, without penalty, but the APY disclosed in this disclosure is based upon the assumption that all dividends will remain in the TC Account until maturity.

A withdrawal prior to maturity will reduce earnings and your APY therefore will be lower than the disclosed yield. Any dividends in your TC Account at maturity will be considered part of the principal of the TC Account upon any renewal and thereafter become subject to the Credit Union's rules concerning early withdrawal. In the event of a withdrawal of any portion of the principal in your TC Account prior to maturity, the following penalties apply: If the TC maturity date is less than one (1) year or equal to one (1) year from the date of issuance or renewal, the penalty is an amount equal to 30 days dividends. If the TC maturity date is greater than one (1) year from the date of issuance or renewal, the penalty is an amount equal to 91 days dividends. The penalties apply regardless of the length of time the funds have been on deposit at the Credit Union. The penalty may be taken from the principal balance of your TC Account. The Credit Union may waive or reduce penalties at our discretion.

**Maturity Notices and Renewals**

You may renew, transfer, or close your TC or IRA Accounts at maturity. You will be asked to instruct the Credit Union by mail or in person of your choice. You will be notified in writing 30 days before the maturity date of your TC or IRA Account, and, unless you notify the Credit Union prior to maturity that your Account is not to be renewed, your Account will at maturity automatically be renewed for an identical term at the then effective rate. Every notice of maturity will state the date the renewal rate will be set and include a telephone number which you can call to learn what the dividend rate and APY applicable to the TC or IRA Account during the renewal term will be.

**Money Market Accounts**

Please consult the Credit Union Rate Sheet attached to and made part of this disclosure. All Money Market Account Dividends will be compounded DAILY and credited MONTHLY, based on the AVERAGE daily balance in your Account. In order to earn the stated dividends, you must maintain the minimum balance requirements SHOWN IN THE TABLE BELOW.

Money Market	Minimum Balance	Balance Compounded and Credited
IRA	N/A	
REGULAR	\$2,500.00* - \$9,999.99	DAILY / MONTHLY
SUPER	\$10,000.00 - \$49,999.99	DAILY / MONTHLY
	\$50,000.00 - \$99,999.99	DAILY / MONTHLY
	\$100,000.00 OR MORE **	DAILY / MONTHLY

\*If your average daily balance for a statement period falls below \$2,500.00, you will receive a dividend for that reporting period, but at the then applicable Regular Savings rate.

\*\* If your average daily balance for a statement period falls below \$10,000.00, you will receive a dividend for that reporting period, but at the then applicable Regular Money Market Account rate.

**Dividend Rate and Annual Percentage Yield**

If No Rate or APY is shown, please refer to the Rate Sheet attached to and made part of this Truth in Savings Disclosure.

**Transaction Limitations**

Per Regulation D, for Money Market Accounts, if applicable, the member is permitted to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another credit union account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card or similar order made by the member and payable to third parties. Deposits are unlimited.

**Overdraft Privilege Service Liability:**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Schedule of Fees. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered in this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

Separate terms and conditions apply to Overdraft Privilege Services for Credit and Debit Cards that requires your Opt In consent. A separate disclosure is available online or upon request.

**Payment of Items:**

If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF) and you should deposit funds sufficient to cover your overdrafts and our fees immediately or on demand. The amounts of the overdraft and NSF fees are disclosed in the Schedule of Fees. We encourage you to make careful records and practice good account management. This will help you avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**Setoff:**

We may (without prior notice and when permitted by law) set off funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

## OUR FUNDS AVAILABILITY POLICY

St. Jean's Credit Union's Funds Availability policy complies with federal regulations and, in some cases, gives you availability of funds from your accounts sooner than is required by law. Making funds available to you does not mean the deposited items have been collected and paid. In the event the deposited items are returned unpaid, we are entitled to debit your account for the amount of the returned items. If the debit creates an overdrawn balance, you agree to pay the overdrawn amount and all applicable Return Deposited item fees as soon as we give you notice of the overdraft. We delay the availability of funds that you deposit by cash or check into your account as described in this Funds Availability Policy. During the delay, you may not withdraw the funds in cash, and we are not required to use the funds to pay checks that you have written or to satisfy any other type of debit. The length of the delay varies depending on the type of deposit.

### Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Business days are all days except Saturdays, Sundays and federal holidays. If you make a deposit on a Saturday, Sunday, federal holiday or a day which we are not open, we will consider the deposit to have been made on the next business day that we are open. If a federal holiday falls on a Sunday, the next day is not a business day.

#### Same Day Availability

Funds from the following deposits are available on the day the Credit Union receives the deposit:

- Cash, if made in person to one of our employees
- Cash deposited at a St. Jean's Credit Union Smart ATM
  - Smart ATM located at 1741 VFW Parkway, Suite 200, Revere MA 02151
- Electronic direct deposits
  - Note: Mobile deposits are check deposits not electronic deposits
- Preauthorized credits (such as Social Security benefits, SSI payments, IRS tax refunds and payroll payments)
- Wire transfers received prior to the Credit Union's cut off time of 3:00 p.m. on a business day
- "On-us" checks i.e. checks drawn on the Credit Union, if made in person to one of our employees
- Commonwealth of Massachusetts Checks, including MA State Lottery Checks and Local Government Checks, if payable to you and made in person to one of our employees
- U.S Treasury Checks, if payable to you and made in person to one of our employees

#### Next Day Availability

Funds from the following deposits are available on the first business day after the day of deposit if the deposit is made in person to an employee, payable to you and deposited into your account:

- Cashier's Checks
- Certified Checks
- Teller/Official Checks
- U. S. Postal Money Orders
- Federal Reserve Bank checks or Federal Home Loan Bank checks

#### Other U. S. Check deposits - Next Day Availability

Up to the lesser of \$225 or the aggregate of all check deposits, not already subject to next day availability, will be available on the first business day following the day of the deposit. The remaining funds will be available on the second business day after the day of deposit.

For example:

If you deposit a check of \$700 on a Monday, \$225 of the deposit will be available on Tuesday. The remaining will be available on Wednesday.

If you deposit the following checks: in the amount of \$100, in the amount of \$200 and in the amount of \$400 on Monday (total deposit = \$700), \$225 of the deposit will be available on Tuesday, the remaining will be available on Wednesday.

#### Second Day Availability

Funds which are not deposited in person (i.e., through the mail, ATM or Mobile Deposit will be available no later than the second business day following the deposit.

#### Specific Exception Hold

The Credit Union may place a specific exception hold where the transaction involves reasonable belief that the check is uncollectible, repeated overdrafts, new accounts, large deposits, redeposited items, and emergency conditions.



## Specific Exceptions

### 1. Uncollectible Checks

- Stale dated check (over six months old).
- Improper endorsement.
- Evidence suggests that the member is engaged in check kiting
- Evidence suggesting forgery or fraud; or
- Credit Union has received a notice of dishonor from the financial institution against which the check is drawn.

2. **Repeat Overdrafts (Accounts overdrawn more than five times or overdrawn by \$5,525 in the last six months).** An account will retain its “repeat overdraft” status for six months from the last overdraft.

3. **New accounts,** Sole transaction account with the Credit Union less than 30-days old.

- Refer to Special Rules for New Account

4. **Deposits Exceeding \$5,525.** The Credit Union may apply this exception to aggregate deposits in multiple accounts that exceed \$5,525 in one day.

5. **Re-Deposited Items.** Items previously returned by the paying institution for non-technical reasons, such as missing endorsement or the check is post-dated. Next-day availability is not required on the first \$225 of a day's deposit.

6. **Emergency Conditions.** Conditions such as war, earthquake, fire, flood, power or equipment failure, suspension of payments from another financial condition, or any other emergency. A hold will be placed on the funds for a reasonable time after the emergency has passed.

## Notice

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available. They will generally be available no later than 7 business days after the day of your deposit.

Should you have any questions, please do not hesitate to contact a Member Service Representative at 978-219-1000, option 5 then option 1

## Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. You are considered a “new member” if the owner of the account is new to the Credit Union. A person is new to the Credit Union, unless, within the last 30 calendar days, s(he) has a St. Jean's Credit Union deposit account that had been in existence for a least 30 calendar days.

- Deposits made in cash will be available same day if deposit is made in person to an employee.
- Funds from electronic direct deposits will be available on the business day we receive the deposit.
- Funds from wire transfers, received prior to the Credit Union's cut off time of 3:00 p.m. on a business day, will be available on the business day we receive the deposit otherwise funds will be available on the next business day.
- Funds from the first \$5,525 of a day's total deposits of cashiers, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess of \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U. S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other checks (other than foreign checks) will be available no later than the seventh business day after the day of your deposit.
- Same day availability is not required on “on us” checks.
- Next-day availability is not required on the first \$225 of a day's deposit.

## Notice

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available. Generally, the funds will be available no later than 7 business days after the day of your deposit.

Should you have any questions, please do not hesitate to contact a Member Service Representative at 978-219-1000, option 5 then option 1

## Deposits at Proprietary ATMs

Some Proprietary ATMs do not accept deposits.

Funds deposited at a Proprietary ATM are considered deposited when placed in the ATM.

Funds deposited (cash or check) made at Proprietary ATM will not be available until the second business day after the day of deposit.

Funds from the following deposits are available on the day the Credit Union receives the deposit.

- Cash, if you make the deposit at a St. Jean's Credit Union Smart ATM (Smart ATM located 171 VFW Parkway, Suite 200 Revere MA 02151)

After being credited to your account, the funds are subject to the same availability rules listed within this agreement. For your protection, all deposits made in an ATM are verified. You agree that the Credit Union's count will be final.

## **Deposits at Non-Proprietary ATMs**

Deposits at automated teller machines (ATMs) we do not own or operate are not permitted. All ATMs that we own or operate are identified as our machines.

## **Holds on Other Accounts (Check Cashing)**

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. The funds will be available at the time funds from the check we cashed would be available if you had deposited it.

## **Holds on Other Funds (Other Account)**

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 not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## **Foreign Items**

A foreign check is accepted on a collection basis and availability generally depends on the country of origin. A foreign check is a check drawn on a financial institution located outside the United States or on a branch of a U.S. financial institution located outside of the United States.

Payment on checks drawn on foreign financial institutions may be subject to governmental restrictions and can take an extended time to collect.

Deposited items that are drawn on financial institutions outside the U.S., and not payable at or through a U.S. branch or correspondent financial institution will not be made available to you until we receive notification of payment.

## **Returned Checks**

If funds have been made available and withdrawn from a recent check deposit, and the check is returned for any reason including improper endorsement, you are responsible for the full amount of the check and any fees.

## **Substitute Checks**

A substitute check is a legally sanctioned document with all the rights and obligations given to the original check written from your checkbook. Substitute checks are paper copies created from electronic images of original paper checks (front and back, with all endorsements). Each substitute check also includes a statement identifying it as a legal copy of the original check.

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

As a valued member of ST.JEANS CREDIT UNION, you can take advantage of our many convenient electronic services. We are providing you with this Electronic Funds Transfer (EFT) Disclosure and Agreement, as amended from time to time ("Agreement"), to inform you of the terms and conditions governing the use of our electronic transfer services. This Agreement takes the place of any prior agreements and disclosures governing the use of our electronic services. If you use or allow others to use the electronic services offered by the Credit Union, you are agreeing to the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to you, the member, and the terms "we," "us" and "our(s)" refer to the Credit Union. This Agreement applies if we have given you a plastic card and "PIN" (personal identification number) to access your account and/or you access your account by telephone or through our web-based branch. Here is some basic language you need to know to better understand this Agreement. An EFT occurs whenever you transfer your funds from one of your accounts using an ATM (automated teller machine), a POS (point of sale) terminal such as, for example, at a gas station where you "pay at the pump" or a department store sales counter, by telephone or over the Internet on a personal computer.

### **General Disclosure Statement**

EXCEPT WHERE OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES AND/OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

The initiation by you of your Electronic Funds Transfer from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

### **I. Protected Consumer Use of E.F.T**

Electronic Funds Transfer Laws (Chapter 167B of the Massachusetts General Laws) were enacted to provide means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you utilize the EFT system.

(a) Prohibition of compulsory use. No person may:

Require you to use a pre-authorized Electronic Funds Transfer as a condition for the extension of credit unless the credit is being extended in connection with a NOW ACCOUNT LINE OF CREDIT plan, or is being extended to maintain a specified balance in your account, or

Require you either to accept a transfer service or to establish an account which is accessed electronically as a condition of employment or receipt of a government benefit, or

Require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a pre-authorized transfer, you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such pre-authorized transfer.

(b) Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you unless you decide to waive these rights in settlement of a dispute or action.

(c) Discounts. No store or retail business may offer a discount to you for making payment on any purchases of goods or services by electronic payment, rather than by cash, check, or charge.

(d) Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by Electronic Funds Transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by Electronic Funds Transfer.

(e) Suspension of obligations. If a person agrees to accept payment by means of an Electronic Funds Transfer and the system malfunctions, preventing such a transfer, then the customer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

(f) Criminal liability. Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability. If we go to court for any reason, we can use a copy, microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and the copy, microfilm, or microfiche will have the same validity as the original.

(g) POS truncated checks. Point of Sale truncated checks presented electronically, and the fees for represented checks, are EFT transactions subject to the terms and conditions of this EFT disclosure.

(h) Electronic Check Conversion Transactions. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Funds may be debited from your account as soon as the same day payment is received, and, as applicable, your check will not be returned. If your payment is returned due to insufficient funds in your account, you authorize us to make a one-time electronic fund transfer from your account to collect the appropriate NSF Items Returned, Insufficient Funds Fee as shown in our Schedule of Fees.

## **2. Errors in Electronic Funds Transfers or Questions About Your Electronic Funds Transfers.**

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following:

- a) Your name and account number;
- b) Description of the error you are unsure about and why you believe it is an error or why you need more information;
- c) The dollar amount of the suspected error.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within 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 10 business days, we may not provisionally re-credit your account.

If we determine that there was an error on our part, we shall correct the error within 1 business day after the determination. We will tell you results within 3 business days after we finish our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with any such documents which you request. If your alleged error concerns a transfer to or from a third party, our investigation may be limited to our records. We will provide you with copies. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

If you think your statement or receipt is incorrect or if you need more information about a transfer listed on your statement:

Telephone us at (978) 219- 1000 option 5 then option 1 during the business days and hours indicated within this agreement (refer to # 8);

Or write us promptly at St. Jean's Credit Union ATTN: Member Services, 370 Highland Salem MA 01970.

## **3. Our 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 will be liable for your losses or damages. However, there are some exceptions.

We will not be liable in the following situations:

If through no fault of ours, you do not have enough money in your account to make the transfer.

If the transfer will cause you to exceed the credit limit on any line of credit authorized through use of the card.

If the VISA, Debit MasterCard, SUM or other approved network ATM or designated retail point-of-sale terminal was not working properly and you knew about the breakdown when you started the transfer.

If the VISA, Debit MasterCard, SUM or other approved network ATM or designated retail point-of-sale terminal where you are making the transfer does not have enough cash.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

If the funds are subject to legal process or other encumbrance restricting such transfer.

If you and/or your service bureau set up an EFT transfer incorrectly.

If the Credit Union believes that something is wrong, for example, that your Card has been stolen.

For pre-authorized transfers, if through no fault of the Credit Union, the payment information for a pre-authorized transfer is not received.

## **4. Pre-authorized Transfers.**

(a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting us at the appropriate address or telephone number printed within this booklet in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Once we have processed your stop payment request, we will stop all payments, in the amount indicated by you, to the third party named in your request, unless you instruct us in writing to resume making payments.

(b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. However, the payee may give you the option to choose to get this notice only when the payment would differ by more than a stated amount from the previous payment, or when the amount would fall outside certain limits that you have set.

(c) Liability for failure to stop payment of pre-authorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

## **5. Your Right to Receive Documentation of Transfers.**

(a) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account when you use a VISA, Debit MasterCard, SUM or other approved network ATM or designated retail point-of-sale terminals.

(b) Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, and you DO NOT receive verification each time a deposit is made from that party, you may call us at the appropriate telephone number during the business hours indicated within this agreement to find out whether a deposit has been made. Check your statements to verify pre-authorized credit as described above.

(c) Periodic statements. You will be sent Monthly Statements.

(d) Exception for receipts in small-value transfers. A financial institution is not required to make available a receipt if the amount of the transfer is \$15 or less. The fact that an institution does not make a terminal receipt available for a transfer of \$15 or less is not an error for purposes of Error Resolution.

## **6. Evidence**

Any documentation provided to you which indicates that an Electronic Funds Transfer was made shall be admissible as evidence of such transfer and shall constitute prima-facie (self-evident) proof that such transfer was made.

## **7. Disclosure of Account Information to Third Parties.**

In order that your privacy may be protected, we will not disclose any information about you or your account to any person or organization, or agency except: for certain routine disclosures necessary for the completion of a transfer; or for verification of the condition and existence of our account for credit bureau or merchant; or to persons authorized by law in the course of official duties; or to our auditors, service providers, affiliates, attorneys, or collection agents in the course of their duties; or pursuant to a court order or lawful subpoena; or to consumer reporting agency as defined in Mass General Laws; or by your written authorization which shall automatically expire 45 days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 business days after we have discovered that an unauthorized disclosure has occurred.

## **8. Business Days/Hours**

Monday thru Friday 8:30 AM to 4:30 PM.

Holidays not included.

## **9. Terminating this Agreement**

If you wish to terminate this Agreement, notify us in writing at the appropriate address printed within this booklet. We may also terminate this Agreement at any time.

## **10. Amendments**

We have the right to change this Agreement from time to time. We will notify you at least 30 days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in electronic transfers. We do not have to notify you in advance, however, if the change is necessary for security reasons.

## **11. Rules, Regulations and Other Agreements**

Your accounts may also be governed by other agreements between you and this Credit Union. If any terms of other agreements are in conflict with the terms of this Agreement, the terms in this Agreement shall be followed.

## **12. Notices**

All notices from us will be effective when we have mailed them or delivered them to the last known address that we have for you in our records. In the case of a joint account, notice to or from one account holder will be effective for all the account holders.

## **13. Collection Expenses**

You agree to pay all reasonable expenses including attorney fees incurred by us in order to collect what you owe, or to enforce the terms and conditions of this agreement.

## **14. Advisory Against Illegal Use**

You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

## **15. Laws Applicable to the Agreement**

The laws of the State of Massachusetts and any applicable Federal laws will apply to this Agreement. If any terms or the Agreement cannot legally be enforced, the Agreement is considered changed to the extent necessary to comply with the laws.

## **16. Fees**

Your account will be charged any applicable fees, charges, and or penalties as set forth in our Schedule of Fees included with this disclosure.

## **17. Transaction Limitation**

Per Regulation D, for Money Market Accounts, if applicable, the member is permitted to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another credit union account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card or similar order made by the member and payable to third parties. Deposits are unlimited.

# **BANKING CARDHOLDER AGREEMENT**

THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE TO YOUR ATM, AND ANY DEBIT MASTERCARD SERVICE, UNLESS OTHERWISE INDICATED. THESE TERMS APPLY WHETHER OR NOT YOU HAVE A NOW ACCOUNT LINE OF CREDIT FOR YOUR ACCOUNT.

## **1. Issuance of Card**

You have requested ST. JEAN'S CREDIT UNION to issue you a Card that can be used to access funds in your Account. The system has selected a PIN that must be used with the Card for transactions that require use of a PIN. Do not reveal your PIN to anyone else or write it down where it is available to others. Use of your PIN legally binds you to this agreement.

## **2. Responsibility for Transactions**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint Account, all transactions involving the Account are jointly and severally binding on all Account holders. Section 13 below tells you about your responsibility for unauthorized transactions.

## **3. Your Selected Accounts**

You can request a card to access a NOW Account(s), Money Market Account(s), or Regular Savings Account(s). The word "selected" will be used to describe the Credit Union Accounts to which you properly request the card to access.

#### 4. Use of the Card

You may use the Card or ATM Access with or without your PIN (as applicable) to:

Withdraw cash from your Account at any MASTERCARD, SUM or other approved network ATM or financial institution or purchase goods at merchants accepting the card subject to your daily withdrawal limits. (See section 6);

Make Deposits to your designated Account(s), Money Market Account(s), or Regular Savings Account(s) at our Lynn Branch, our Salem Branch or our Seaport Branch ATMs only;

Transfer funds between your designated a NOW Account(s), Money Market Account(s), or Regular Savings Account(s);

Make Account Balance Inquiries.

Some of these services may not be available at all terminals. Use of the Card(s) is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card(s).

#### 5. Overdrafts

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account. If you do not have NOW Account line of credit privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other Account you have with the Credit Union, except an Individual Retirement Account. You agree not to use your Card for a transaction that would cause the balance in any selected Regular Savings or NOW Account to go below zero, or that would cause any line of credit balance to go above your line of credit, or that would cause a withdrawal or transfer from an Account that you do not have or have not selected. We will not be required to complete any such transaction, but if we do, you agree to pay us the excess amounts of improperly withdrawn or transferred funds immediately upon request.

#### 6. Limitations on Dollar Amounts and Frequency of Transactions

Up to your available credit limit, your combined maximum daily withdrawal, per card, may not exceed these amounts. We may limit or refuse to complete a transaction when necessary for security reasons. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

#### DAILY LIMITS

(All Amounts Below Subject To Your Available Credit Limits)

DEBIT CARD: \$1,000.00	ATM ACCESS: \$1,000.00	COMBINED LIMIT: \$2,000.00
POINT OF SALE (POS): \$1,000.00	ATM: \$1,000.00	COMBINED LIMIT: \$2,000.00

#### 7. Charges for Transactions

Refer to Credit Union Schedule of Fees for charges.

Some foreign ATM Networks/Financial Institutions charge for access to their machines.

The amount of any such charges will be deducted automatically from your selected Account(s). Transactions at any St. Jean's owned and operated ATM are free.

#### 8. Your Option to Limit Cash Withdrawals

In addition to dollar amount limitations for withdrawal using your ATM or Debit Card and/or Personal Identification Number (PIN) that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM or Debit Card to \$50 per day or some other amount acceptable to us.

#### 9. Right to Receive Documentation of Transactions

You will receive a receipt at the time you make any transfer to or from your Account using an ATM or point-of-sale terminal. You will be sent a monthly Account statement showing the Transactions made with the Card unless there are no Transactions in a particular month. In any case, you will be sent a statement at least quarterly.

#### 10. Business Hours

Monday thru Friday 8:30 AM to 4:30 PM

Holidays are not included.

#### 11. Business Days

The business days of the Credit Union are Monday through Friday.

Holidays are not included.

#### 12. Disclosure of Account Information to Third Parties

The Credit Union will disclose information to third parties about your Account or the Transactions you make:

- (1) when it is necessary for completing transactions; or
- (2) in order to verify the existence and condition of your Account for a third party as in a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders, or
- (4) if you give us your written permission.

#### 13. Liability for Unauthorized Transactions

Tell us AT ONCE if you think your card and/or PIN has been lost, stolen or used without your permission. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen card and/or code and your card and/or code is used without your permission.

If you think your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in Section 15 below.

#### 14. Refusal to Honor Card

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.



### **15. How to Notify the Credit Union in the Event of an Unauthorized Transaction**

If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission call us FIRST at (978) 219-1000 option 5. Then write us at: 370 Highland Avenue, Salem MA 01970 (after hours only, for Lost or Stolen ATM/Debit Cards call: 888-849-6046).

### **16. Rules of Account**

All Transactions covered by this Agreement are also subject to all rules and agreements that govern the account(s) being debited or credited in connection with a Transaction, except as modified by this Agreement.

### **17. Foreign Transactions**

If you perform a transaction with your VISA or DEBIT MASTER CARD in a currency other than U.S. dollars, VISA or MASTERCARD International Inc. will convert the charge into a U.S. Dollar amount.

VISA or MASTERCARD International will use its currency conversion procedure, which is disclosed to institutions that issue their cards. Currently the currency conversion rate used by VISA and MASTERCARD International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by VISA or MASTERCARD International for the processing cycle by which the transaction is processed, increased by an adjustment factor.

### **18. Transaction Limitations**

Per Regulation D, for Money Market Accounts, if applicable, the member is permitted to make no more than six transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another credit union account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card or similar order made by the member and payable to third parties. Deposits are unlimited. If you exceed the transaction limitations set forth above, your account is subject to closure by the Credit Union.

### **19. Effect of Agreement**

Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card.

### **20. Additional Benefits/Card Enhancements**

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

### **21. Changing Terms**

The Credit Union may change this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least 21 days prior notice of the change.

### **22. Termination of Account**

The Credit Union reserves the right to cancel your Card at any time. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either of you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.

### **23. No Waiver**

The Credit Union can delay enforcing any of its rights under this Agreement and the law any number of times without losing them.

### **24. Negative Reporting**

The Credit Union may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## **ST. JEAN'S CREDIT UNION ONLINE STATEMENTS USER AGREEMENT**

### **Definitions**

As used in this Agreement, the words "we", "our", "us", and "STJCU" mean St. Jean's Credit Union. "You", "your", and "user" refer to the account holder authorized by STJCU to receive electronic delivery of periodic account statements, "Online Statements" under this Agreement. "Account" or "Accounts" mean your accounts at STJCU.

### **Agreement**

This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements ("Online Statements") for your accounts at St. Jean's Credit Union. By entering into this Agreement, you accept all the terms and conditions contained herein. Please read it carefully. If you sign up to receive Online Statements, the terms and conditions of the deposit agreement and disclosures for each of your STJCU accounts, as well as your other agreements with STJCU such as loans, continue to apply.

### **Consent to Electronic Delivery of Account Statements (Online Statements)**

When you sign up for Online Statements, you agree to receive your periodic account statements online through our Internet Banking site. Your Online Statements will contain the same content as the paper version you have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures. The choice, (paper or an online statement) that is recorded on our system on the day the statement is generated will be the only method used to deliver that month's statement. You should allow 3 business days for any on-line change requests to become available.

### **Consent to Electronic Delivery of Electronic Notices and Disclosures**

When you sign up for Online Statements, you agree to accept the annual Privacy Notice and other applicable consumer disclosures electronically.

### **Security**

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your online statements for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself or together with information related to your account, may allow unauthorized access to your account. Any misuse or loss resulting from the misuse of this information is the responsibility of the user. We cannot and do not warrant that all data transfers utilizing online

statements, or e-mail transmitted to and from us, will not be monitored or read by others.

### **Periodic Statements**

Period statements will be made available behind the Internet Banking Platform. We may send you an e-mail to the address you specify to advise you that your online statement is available and we will provide the Internet Banking link for you to access it. It is your responsibility to provide STJCU with your current e-mail address in order for you to receive your monthly statement. After clicking on the Internet Banking link, you will be asked to provide your member number and your Internet Banking password in order to ensure a secure communication of your statement information. Your statement will become available within the Internet Banking site each month after you enroll for the service. Online Statements will be available for six months. If you wish to retain them longer, you should download them sometime during the six months. You may also wish to print the statements. There are no special equipment requirements; your current printer is all you need. Please note, if you request an additional paper copy from the Credit Union, applicable statement copy fees will be assessed per our current Schedule of Fees. In order to access your online statements, you will need "Adobe Acrobat Reader." It is freely available for download at <http://www.adobe.com/products/acrobat/readstep.html>.

### **Exclusion of Warranties**

This service and related documentation are provided "as is" without any warranty of any particular kind either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose.

### **Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by St. Jean's Credit Union from time to time. In such event, STJCU shall send notice to you at your address as it appears on STJCU records. Any continuation of the Service after STJCU sends you a notice of change will constitute your agreement to such change(s). Further, STJCU may, from time to time, revise or update the STJCU program, services, and/or related material(s) rendering prior versions obsolete. Consequently, STJCU reserves the right to terminate this Agreement as to all such prior versions of the STJCU programs, services, and/or related material(s) and to limit access to STJCU more recent versions and updates.

### **Your Right to Terminate**

You may withdraw your consent to receive Online Statements by notifying us in writing or using the "email" link located within the Internet Banking site. If you notify us in writing, it may take up to 30 days from receipt of your written notice of cancellation for you to receive your next monthly printed mailed statement, with all subsequent printed and mailed statements arriving monthly thereafter.

### **Our Right to Terminate**

You agree that we can terminate your Online Statements and revert to printed mailed statements for any reason at any time.

### **Assignment**

You may not assign this Agreement to any other party. St. Jean's Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. STJCU may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

St. Jean's Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by STJCU. No delay or omission on the part of STJCU in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Captions**

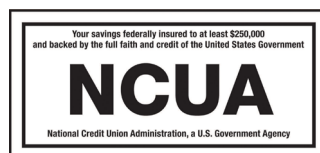
The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **Governing Law**

The laws of the State of Massachusetts and applicable Federal laws and regulations shall govern this Agreement.

### **Communications between Credit Union and You**

If you have any questions regarding our online statement service, please e-mail us at [info@stjeanscu.com](mailto:info@stjeanscu.com). Or you may call us at (978) 219-1000, option 5. Then write us at: 370 Highland Avenue, Salem MA 01970.



Federally Insured by NCUA



Member MSIC