



## MEMBERSHIP AGREEMENT & DISCLOSURES

Effective 12/14/2017

- INTRODUCTION
- MEMBERSHIP, ACCOUNT & ACCOUNT SERVICES
- ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS
- ELECTRONIC FUNDS TRANSFERS AGREEMENTS AND DISCLOSURES
- BILL PAY SERVICE AGREEMENT
- MOBILE BANKING AGREEMENT AND DISCLOSURE
- PRIVACY POLICY
- UNIFORM COMMERCIAL CODE FUNDS TRANSFERS
- FUNDS AVAILABILITY
- TRUTH-IN-SAVINGS DISCLOSURE
- TERM SHARE CERTIFICATE ACCOUNTS

Notice to Members: The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully and feel free to ask any questions regarding these terms and conditions.

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

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

**Binding Arbitration: except as specifically provided herein, this arbitration provision substantially limits your right to bring a legal action in a judicial forum (except for matters that may be brought in small claims court as set forth herein).**

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE THE MEMBERSHIP SECTION BELOW FOR COMPLETE DETAILS.

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## INTRODUCTION

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

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

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

### Terms, Conditions and Limitations of Your Relationship with the Credit Union

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

### General Definitions

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

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

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

"**Authorized User**" and "**Authorized Use**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely

on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access devices or codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

**“Biometrics”** MTC Federal may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any new technology. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. Any person with biometric access to your account(s) will have the authority to conduct transaction on your behalf. Enrolled biometrics expands the number of persons who have access to your account regardless of the owners or signers listed on your account agreement with us.

**“Check”** or **“Instrument”** means an acceptable written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement. This includes the term “share draft.”

**“Insufficient Funds”, “Non-Sufficient Funds”** or **“NSF”** means that you don't have enough money available in your checking account to cover the checks you've written or electronic debits you've authorized.

**“Member”** means the person(s) who has established their "membership" with us as set forth in this Agreement and applicable law. Each person must deposit and maintain the par value of the required shares to be a member. An owner's rights with regard to the par value deposit necessary to maintain membership may be restricted as set forth in this Agreement or otherwise.

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

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

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

**“Non-Resident Aliens”, “NRAs”** or **“In-Pats”** refers to any person who is not a U.S. Citizen, not a lawful permanent resident (Green Card holder) and does not meet either the Green Card or Substantial Presence Test.

**“Resident Alien”** indicates a permanent resident who has a Green Card.

### **Inappropriate Transactions**

You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

### **Taxpayer Identification Numbers (TIN) and Certification**

Pursuant to the Account Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. Certain In-Pats or Non-Resident Aliens may require a signed W-8 BEN certification. Both types of certification apply to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically proves otherwise. You agree to comply with our requirement for identification which may include photographing, video recording, and use of fingerprints or other biometrics.

### **Credit Union's Right to Investigate**

It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); including but not limited to computers, tablets and smartphones; and to report the Credit Union's findings of such investigation to all owners and/or users.

### **Credit Reports, Account Eligibility, Other Credit Union Services and Social Media**

To open or maintain any account(s) or service(s) with us, you must qualify for membership and deposit and maintain the par value of the required shares as provided by the Credit Union's Bylaws and other applicable laws. **To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you.** We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.

### **Deposits to Your Account(s) and Instruments Paid/Cashed**

Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, by direct deposit or other electronic funds transfer allowed by us including Remote Deposit Capture or Mobile Deposit Capture if approved for these service(s).

**Endorsements.** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

**Substitute Checks:** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

**E-Checks:** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.

**Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse

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

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

**Direct Deposit (Social Security, VA or other federal payments):** You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums.

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

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

**Night Deposit Facilities:** All deposits and payments made at one of our night deposit facilities are subject to the provisions and check collection procedures as disclosed to you in our "Funds Availability Policy." You agree that the credit to account(s) for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, the amount will be deducted from your account and fees imposed as set forth in the Schedule.

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

#### **Transactions from Your Account(s):**

Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, other instruments, or via electronic means at our option.

#### **Payment Order of Your Transactions:**

To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We receive items to be presented against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file commonly contains a large amount of a specific type of item (Check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your particular account. In this case, when multiple items are received at once, the items will be paid as follows: checks are paid in low to high amount order; ACH items post credits first, then debits paid by dollar amount, lowest to highest, and generally we will receive up to four ACH presentment files per day; ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations are generally paid at the time they are performed.

**Why this is Important to You:** The order in which items are paid is important if there is not enough money in

your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere in this Agreement and the Schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**Restrictions on Withdrawals from All Accounts:**

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

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

**Transaction Limitations for All Share Savings and Money Market Accounts:**

Pursuant to Federal Regulation D, during any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, Web-Branch, Mobile-Branch, or Tele-Branch response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Schedule. **Excessive Transactions:** Transfers/withdrawals in excess of the transfer/withdrawal limitations described above may be subject to a fee as set forth in the Schedule. For accounts in which activity continues to violate these limits after we notify you of activity exceeding the limits, Regulation D requires that either the account be closed or that the funds be transferred to a transaction account that the depositor is eligible to maintain.

You may make an unlimited number of withdrawals from these accounts in person, by a mailed request, at an ATM, or by telephone request as long as the withdrawal is in the form of cash given to you or a check payable to you which is mailed to your address on file. There is also no limit on the number of transfers you may make to any loan account(s) with us.

**Term Share Certificates:**

Any term share certificate, certificate or share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, the Schedule, and any account receipt or certificate, which are incorporated herein by reference. IRA and HSA certificate accounts are also subject to the limitations imposed by federal law and regulations and to any limitations set forth in your Credit Union IRA and HSA Agreement, the terms of which are also incorporated herein by reference.

**Checking Accounts:**

The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Our approved check provider(s) are set forth in the Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks following the process explained in the **Payment Order of Your Transactions** section of this Agreement, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of an unauthorized check printer, we will not have any liability or responsibility for any losses you incur provided we pay any such check in good faith pursuant to standard commercial practices.

**Non-Member Check Cashing:** You agree that we may impose a fee as set forth in the Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.

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

**Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to your address of record. However, if any account owner(s) appears in person with valid identification, an official check can then be made payable to whomever they wish.

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

**Collection Items:** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items only after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item we will follow the presenting institution’s instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us.

We charge fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

**Account Rates and Fees:**

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

**Authorized Signature:**

We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, if you authorize the use of facsimile signatures or electronic signatures under applicable laws, we shall not be liable for honoring any instrument that appears to bear your signature, even if made by an unauthorized person.

**Authorized User(s):**



All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.

**Access to Account Information:** You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.

**Sharing Information with Other Persons (Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Other Lien Holders):** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf. This may include account numbers and information necessary to process payments.

**Powers of Attorney:** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transfers. You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and transactions. You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant with no liability to you. If we accept a power of attorney, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice or revocation from you and have had a reasonable time to act on it. We within our discretion may not recognize a power of attorney given by one owner of a joint account without the consent of the other joint account holder(s). You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any Power of Attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

**Overdraft and Overdraft Protection Plan:**

An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or otherwise that we pay or if we impose a fee that exceeds the balance in your account(s) ("Overdraft"). Unless you have an approved overdraft protection agreement with us, you agree not to cause any Overdraft on any of your accounts with us. If we decide not to pay an overdraft, the transaction shall result in an insufficient funds transaction ("NSF"). The Credit Union, in its sole discretion, may pay any Overdraft via its Courtesy Pay Program or on a case-by-case basis, but has no obligation to do so, nor to continue to do so. We may impose a fee as set forth in the Schedule for any Overdraft and NSF transactions. You agree to pay to us promptly the amount of the Overdraft as applicable together with the fee pursuant to the Credit Union's policies.

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

You agree that the Credit Union may utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any

other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users.

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

**Postdated and Stale Dated Checks:**

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

**Stop Payment Orders:**

If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding unless the SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us.

If you provide written confirmation, your SPO will be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request that provides all of the information as required for the initial SPO as described above.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment or more than six (6) months after a written extension as provided herein; (3) if through inadvertence, oversight or accident, we honor any postdated check; or (4) if you fail to provide us with complete or accurate information; or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept an SPO on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your SPO.

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

**Legal Process and Other Adverse Claims:**

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

**Statements:**

If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If you have elected to receive Electronic Statements (e-Statements), you will be sent a notice via e-mail that will direct you to a secure site where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement,

you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

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

**Your Duty to Examine and Report Problems:** As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures but excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree that it is your duty to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

1. You do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you; or
2. Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
3. As otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit. This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

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

For problems involving an electronic banking transaction, please refer to the ["Electronic Funds Transfers Agreements and Disclosures"](#) section of this Document.

**Change of Name or Address:**

You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: (1) writing us at the address set forth in this Document (2) or by utilizing other means which we may deem acceptable in the future. In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

**Inactive or Dormant Accounts:**

If your account falls below any applicable minimum balance or you have not made any transactions within the period of time specified in the Schedule, we may classify your account(s) as *inactive*. An account is generally only considered *dormant* when an applicable State law requires such. Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set forth in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Schedule for servicing your dormant account. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

**Termination of Account(s) and Service(s):**

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your account(s) or your liability on outstanding items or transactions. You further agree that we can terminate your membership, any account or service for cause based on any of the circumstances defined in this Agreement; without notice or further action. We may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; or (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

**Joint Accounts or Services**

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

**Residence Outside the U.S., Its Possessions or Territories:**

We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country outside the U.S., its possessions or territories. The Credit Union may close your account(s) and related services if you do not do so.

**Duty to Cooperate:**

You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

**Par Value Requirement:**

If your membership account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's Bylaws. Upon termination, the Credit Union may charge a fee as set forth in the Schedule. **Maintenance of par:** Should the amount(s) in your membership share account fall below the required par value, you authorize the Credit Union to periodically transfer from any other account(s) you have an interest in such amount(s) as may be required to maintain the required par value.

**Statutory and Consensual Liens on Shares:**

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

**Right of Set Off:**

You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

**Status Quo – Collateral Preservation:**

You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.

**Telephone Requests, Recording Communications and Consent to Communications from the Credit Union:**

You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any phone call with us may be monitored or recorded by us or our affiliates. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for such calls or texts.

**Information About Your Accounts and About You:**

We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us.

**Right to Refuse Instructions/Orders:**

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections.

**Social Media:**

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

**Miscellaneous:**

This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of **South Carolina** which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise.

Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices in the State of **South Carolina**. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

**Amendments and Changes:**

Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law.

**Multiple Party Accounts:**

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

**Rights of Survivorship:**

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

**Payable on Death Designations:**

Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card; and pursuant to applicable laws. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law. If all named POD beneficiaries pre-decease the owner(s), the applicable funds shall be paid to the estate of the last surviving owner.

**Uniform Gifts to Minors Act and/or Uniform Transfer to Minor Act ("UGMA/UTMA"):**

All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. However, since each state provides varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when the distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UGMA and/or UTMA may be paid to or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account

**Minor's Accounts:**

As a joint owner, we may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than is a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. We will not change the account status when the minor reaches the age of majority, unless a change is authorized in writing by all account owners.

**Representative Payee Accounts:** The representative payee agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate. In opening a representative payee account, the Credit Union acts only as a depository for the Beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee.

**Club Accounts:**

The Credit Union offers club account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you, or by such other means set forth in the Schedule. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period.

**Electronic Records, Other Electronic Services and Communications**

**Electronic Signature:** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

**Electronic Records:** You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

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

The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications.

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

**Liability, Disputes and Costs and/or Fees:**

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

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

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

If there is a dispute between any person(s) and/or private or government organization over an account, or we are uncertain who is entitled to access funds in the account(s) ("disputes"), you agree that we may hold funds in the account until all persons or organizations that may claim an interest agree in a writing that meets our requirements addressing the disposition of the account(s) and funds or until we receive court ordered instructions of the same.

To protect our mutual interests with any claim, dispute, or instruction we may seek legal or other professional advice to review any actions that affect your account(s); or to bring any legal action to protect the rights addressed in this Agreement. You agree to pay all costs and expenses, including reasonable attorney fees and court costs incurred by us. You further agree that all such costs and expenses may be deducted from your account(s), and that you will be responsible for any additional amount owed according to the terms of this Agreement. Alternatively, in the event of dispute over who is entitled to access funds in any account we may, at our discretion, deposit the funds into an account with the court and ask the court to resolve the issue. In such instances, we may deduct our attorney fees and court costs from said funds.

You will make all third persons including but not limited to attorneys in fact; representative payees; and trustees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account; and you and they agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the third person.

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

#### **Arbitration:**

The following terms apply to and govern all your obligations and agreements with the Credit Union, and are incorporated into and become a part of all agreements for Credit Union loan and account products and services, which are provided to you in reliance upon this Arbitration Agreement. The terms and conditions in this Section govern and control to the extent that there is any conflict with the terms and conditions set forth in any other agreements with the Credit Union. *Consumer Dwelling Exception: This Agreement is not binding with regard to a consumer loan secured by a consumer's dwelling as defined by specifically applicable federal law for any pre-dispute matter; however, the parties may agree to arbitration for any such matters after a dispute arises.*

**YOU UNDERSTAND AND AGREE THAT YOU AND THE CREDIT UNION ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** Other than the specific exceptions noted herein, the sole additional exception to this Arbitration Agreement, you and the Credit Union retain the right to pursue in small claims court any Dispute that is within that court's jurisdiction. If either you or the Credit Union fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

**Binding Arbitration:** You and the Credit Union agree that if a Dispute arises between you and the Credit Union, upon demand by either you or the Credit Union, the Dispute shall be resolved by the following arbitration process. The foregoing notwithstanding, the Credit Union shall not initiate an arbitration to collect a consumer debt or repossess collateral, but reserves the right to arbitrate all other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between you and the Credit Union. It includes any disagreement relating in any way to any loan, account or any related services, or matters; your use of any of the Credit Union's banking locations or facilities; or to any means you may use to access the Credit Union. It



includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes state and federal statutory, common law, and equitable claims. A Dispute further includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment of any sums owed or closure of any account(s) or service(s).

**Arbitration Procedure; Severability:** Either you or the Credit Union may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR THE CREDIT UNION SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Credit Union may mutually agree to (the AAA or such other mutually agreeable administrator ("Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and the Credit Union (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state of South Carolina. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

**Rights Preserved:** This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of any Card's or any other relationship between you and the Credit Union.

**Fees and Expenses of Arbitration:** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of who of us prevails in the arbitration.

## ELECTRONIC DISCLOSURES AGREEMENT

**Agreement.** You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions; and governmental and/or third party notices (such as IRS 1098, 1099, etc.), or notice of the availability of any of the foregoing with you or on your behalf electronically by posting or providing a link to same on the [Credit Union's website](#), by submitting a notice to the e-mail address provided in your Membership Application or by our using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records [call, write or e-mail us](#) as set forth in the Schedule. If an e-mail is returned undeliverable, we may change your account statement status to paper and will provide your periodic statement via US mail to your address of record. Thereafter, it will be your responsibility to re-apply for any electronic notification or disclosure services we offer and/or to provide notice of your correct address pursuant to your Membership Agreement with us. The Credit Union must receive notification of any change in email address at least three business days prior to the last business day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement for the given period.

You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address in your Membership Application and Signature Card selected by you, or any updates thereto that are provided to the Credit Union.

By requesting any electronic funds transfers, Web Branch, other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

**Equipment and Software Requirements.** To access E-Statements and to retain documents, agreements and disclosures electronically you need a computer with a modem, and you will need to use the following computer software and hardware: Internet Explorer 7.0 or above, Firefox or equivalent software; and hardware capable of running this software. Use and access to these services requires the use of a browser that supports SSL and Cookies. You are responsible for the set-up and maintenance of your home computer, which supports the encryption requirements of our home banking systems. These are the present minimum requirements that are required to access and use the system, which may change without notice. We make no warranty or representation regarding the access speed that you will have now or in the future, as such is beyond the control of the Credit Union (depending largely on your computer system and method of access -- e.g., dial up connection vs. DSL or other connection). Also, these minimum requirements are likely to change as technology, software, and other matters continue to evolve.

## WIRE TRANSFERS AGREEMENT AND DISCLOSURE

**Summary and Definitions.** The following rules shall apply to all wire transfers services provided by the Credit Union. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law. This Wire Transfer Agreement is subject to modification, amendment and/or termination upon the lesser of five days' written notice to you or such other notice specifically required by applicable law.

**Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the payment order. We may also accept on your behalf payments to your account(s); and such transfers shall be subject to the terms herein.

**Person(s) Authorized to Make Transfers.** You agree that you, any owner of an account, or any person authorized by a written instrument by you or any other owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

**Security Procedure(s).** When a payment order is issued by an account owner, the Credit Union's security procedure may involve use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that the security procedures established hereunder which we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures. You may choose not to allow outgoing funds transfers on your accounts by informing us in writing, in person, by phone or e-mail via our secure internet banking service, and we shall honor such request if given within a sufficient time on a business day to allow us to accommodate the request. If you have chosen not to allow funds transfers on your account, you may reinitiate the service via the same methods as for disallowance. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

**Time Limitations for Acceptance of Orders.** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. For the services subject to this Agreement, our business days are set forth in the Schedule. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

**Cancellation or Amendment of Transfer Request(s) and Termination.** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer. The Credit Union may terminate this agreement with or without cause by giving thirty (30) days prior written notice. Notwithstanding the foregoing, we may terminate this agreement immediately at any time upon telephone notification to you if (i) we reasonably deem the Credit Union insecure; (ii) you have breached this agreement; or (iii) we become aware of information which may indicate illegal or improper transactions. In addition, we require thirty (30) days' notice from you to discontinue a "recurring funds transfer" that was previously authorized by you.

**Member Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

**Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within **30** days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

**Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

**Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided in under applicable law, we shall only be responsible for performing the funds transfer service provided in this agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or if we act with willful misconduct, which failure or willful conduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, and consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care; and without willful misconduct.

**Your Liability to the Credit Union.** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you.

**Provisional Payment.** We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

**Fees.** We will charge you fees and you agree to pay for the services in this Wire Transfer Agreement as set forth in the Schedule; and as otherwise set forth herein and in this Membership Document.

## WEB-BRANCH, TELE-BRANCH AND MOBILE BRANCH SERVICE AGREEMENT

The Credit Union endeavors to provide you with convenient access to your accounts on-the-go. You may access your accounts remotely through our Web-Branch at [www.mtcfederal.com](http://www.mtcfederal.com), through our Tele-Branch by calling 1-800-625-7491 or by downloading our Mobile App to your cell phone. Web-Branch, Tele-Branch or Mobile Branch (“Remote Services”) will be governed by this Agreement and by any terms and conditions provided to you at the time you enroll in any of these services and/or at the time we may amend these terms and modify or cancel these services without notice, except as may be required by Law.

**Definitions.** As used in this Agreement, the following words have the meanings given below:

**Device** – Your computer, telephone and/or a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

**You and Your(s)** – Each person with authorized access to your Account(s) who applies and uses any or all of these services.

**Description of Services.** Web-Branch is offered to allow you access to your funds from the convenience of your personal computer. Mobile Branch is a fully functional service utilizing our Mobile App on your cellular phone or other web-enabled device. Tele-Branch can be accessed by calling 1-800-625-7491 from any telephone. These services allow you to review your account information, make payments to payees, transfer funds and conduct other financial transactions. To utilize the Mobile Branch, you must be enrolled to use Web-Branch and then activate your device within the Web-Branch system.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request. We may also reserve the right to modify the scope of the Service at any time. Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening as amended from time to time. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of these services.

Mobile Branch may not be accessible or may have limited utility over some network carriers or on some devices. We cannot guarantee or be responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues. In order to properly use Mobile Branch, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Branch in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Branch. You also accept responsibility of making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use these services or your device. You agree that, when you use Mobile Branch, you remain subject to the terms and conditions of your existing agreements at the Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Branch (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Branch), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

If you submit your transfer request prior to the deadline established by us, you will initiate an immediate Internal Transfer. Transfer transaction requests received after 6pm EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union’s next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Web-Branch or Mobile-Branch is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in [Transaction Limitations for All Share Savings and Money Market Accounts](#) and [Truth-in-Savings Act](#) disclosures herein. You may be subject to fees or account conversion if you exceed the transactions limits. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

**Your Responsibilities.** You represent and agree to the following by enrolling for or using any Remote Services:

**Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Web-Branch, Tele-Branch or Mobile Branch. You represent and agree that all information you provide to us in connection with Web-Branch, Tele-Branch or Mobile Branch is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Web-Branch, Tele-Branch or Mobile Branch. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device(s) you will use to access Web-Branch, Tele-Branch or Mobile Branch.

**User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Web-Branch, Tele-Branch or Mobile Branch. You agree not to leave your Device(s) unattended while logged into Web-Branch, Tele-Branch or Mobile Branch and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Remote Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account(s). We make no representation that any content or use of Web-Branch, Tele-Branch or Mobile Branch is available for use in locations outside of the United States. Accessing Web-Branch, Tele-Branch or Mobile Branch from locations outside of the United States is at your own risk.

**User Conduct.** You agree not to use Web-Branch, Tele-Branch or Mobile Branch or the content or information delivered through these services in any way that would:

- Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software, Website or Application
- Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Web-Branch, Tele-Branch or Mobile Branch to impersonate another person or entity
- Violate any law, statute, ordinance or regulation (including but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)
- Be false, misleading or inaccurate
- Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers
- Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
- Potentially be perceived as illegal, offensive or objectionable
- Interfere with or disrupt computer networks connected to Web-Branch, Tele-Branch or Mobile Branch
- Interfere with or disrupt the use of Web-Branch, Tele-Branch or Mobile Branch by any other user
- Use Web-Branch, Tele-Branch or Mobile Branch in such a manner as to gain unauthorized entry or access to the computer systems of others

**No Commercial Use or Re-Sale.** You agree that Web-Branch, Tele-Branch or Mobile Branch are only for the personal use of individuals authorized to access your account information. You agree not to make any commercial use of Web-Branch, Tele-Branch or Mobile Branch or resell, lease, rent or distribute access to such.

**Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless MTC Federal Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriations based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Web-Branch, Tele-Branch or Mobile Branch.

## BILL PAY SERVICE AGREEMENT

Bill Pay is an electronic payment service. You may use an access device to utilize the Bill Pay service through our Web-Branch or Mobile Branch. Bill Pay allows you to schedule bill payments electronically. Subject to any regulatory or Credit Union imposed limitations on usage, you can arrange for the payment of your bills from a Credit Union checking account. Access to Bill Pay is made available pursuant to a license agreement by and between Credit Union and Bill Pay Provider. Any interruption of service or access caused by the Bill Pay Provider will prevent your use of the service. To utilize the services, you will need to enter your User ID and Password ("Access Device") and otherwise satisfy the system's security procedures.

**Equipment and Technical Requirements.** You understand that to have Bill Pay access through Web-Branch, you are required to acquire the necessary equipment, services and software. These include a personal computer, Internet Service Provider (ISP) and Firefox or Microsoft Internet Explorer browser software. To use Bill Pay through Mobile Branch, you are required to have a supportable mobile device which is web-enabled and allows secure SSL traffic. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details. It is your responsibility to upgrade your browser, Operating System, and/or our Mobile App when prompted to do so by the system, program or application. Further, it is your responsibility to ensure that hardware and software installed on your device(s) has adequate security measures to protect your systems from potential data breaches.

**Transaction Modes.** Bill payments can be entered on the single payment, multiple payments or recurring payments screens. Using any of these screens, you must enter a payment date or a start and end date, depending on the type of payment, for your bill payment. Bill payments are scheduled by you to be debited from your designated checking account based on the date(s) you enter on one of the bill payment screens.

Sufficient funds must be available on the day and at the time you request the payment. Bill payments with today's date as the payment effective date may not be canceled or changed for any reason once you have ended a Bill Pay session as funds are immediately deducted from your account. You may, however, edit or delete the payment up until you terminate the Bill Pay session.

Bill payments can also be scheduled with a payment effective date in the future, up to 364 days in advance of the due date. The payment effective date will be the date you entered, or the next business day, if the payment effective date falls on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from your designated checking account on the payment effective date you have selected. These transactions may be canceled or changed until midnight of the night before the payment effective date.

If you designate a bill payment as a recurring transaction, you may select a start date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc). You will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before start date, but will be deducted from your designated checking account on the start date. Recurring transactions may be canceled or changed until midnight of the night before the payment effective date. Recurring transactions can be scheduled to occur for up to 40 years.

**Transaction Processing.** Funds will be taken out of your designated checking account on the payment effective date you select. In many cases, your bill payments are electronically delivered to the payee within two business days of the bill payment date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take seven business days to process and deliver to the payee. Bill Pay provides an indication of how many business days to allow for each payee you designate. This indication is, however, only an estimate and actual receipt of payment may be longer.

You must allow sufficient time (up to 7 business days, as indicated) for Bill Pay to receive your request and process the bill payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. There may be some down time beyond the control of the Credit Union, in which case you will be responsible for making alternate payment arrangements. If you properly schedule your payment with sufficient time, and the payment is not received by the payee, or is received late, The Credit Union will assume responsibility for any late fees or finance charges, if you notify us of such fees or charges within a reasonable time. The entire process for initially setting up the relationship between a user and a new payee, including the issuing of pre-notifications, normally takes up to 3 business days but may take longer. Once the payee is set up, the payee's status on the Bill Pay Payee screen will change from pending to available.

Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. Credit Union is not liable in any way for damages you incur if: You do not have sufficient funds in your account to make the payment on the processing date; the estimate of time to allow for delivery to the payee is inaccurate; there are mail delivery delays, changes of merchant address or account number;

any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of Credit Union. If a payment is made through use of Bill Pay with insufficient funds in your account on the processing day, you may be subject to a non-sufficient funds fee pursuant to the terms of the [Overdraft and Overdraft Protection Plan](#).

You must notify the Credit Union of any changes in your current home or business phone numbers and addresses or e-mail address, as applicable. You are responsible for monitoring Bill Pay activity to determine if you had a payment that was not processed due to insufficient funds in your account. If a payment is not processed due to insufficient funds, the payment will be automatically retried the following business day. If the payment fails again a "message" on the Bill Pay Activity screen may indicate failed transactions. If you have a payment that failed due to insufficient funds in your account, you are responsible for making alternate payment arrangements.

**Canceling or Modifying Bill Pay Authorized Payments.** You may cancel or modify a scheduled Bill Pay Payment or Recurring Bill Pay Payment by selecting and accurately completing the appropriate fields from the Bill Pay menu. Any instruction to cancel or modify a Bill Pay Payment must be made by midnight of the day before the scheduled processing day. If you do not accurately complete the appropriate instructions prior to that time, we may process the transaction. After this date it is not possible to stop or cancel a payment. You may delete merchants from the Service through the Bill Pay screens. If Bill Pay is not accessible however, you understand the Credit Union will only accept a verbal or written notice to cancel a Bill Pay transaction if it relates to a payment designated as "Recurring" or with a future payment date. You understand that this notice is acceptable only if it is received in one of the following ways: (1) **Telephone** - You can contact us toll-free at 866-302-5150; (2) **Email** -You can contact us by email at [eservices@mtcfederal.com](mailto:eservices@mtcfederal.com) (please remember that email is not secure - do not include account numbers or personal information); (3) **Facsimile** - You can contact us by fax at (864) 908-3437; (4) **Postal Mail** - You can write to us at: P.O. Box 1944 Greenville, SC 29602 and (5) **In Person** - You may visit us in person at any one of our branch locations. These actions must be no later than three business days before the scheduled date of the payment. If you call, we may also require you to put your request in writing and return it to us within fourteen days after you call. If the payment was designated as "Recurring," the notice must detail whether the cancellation applies to only one of the recurring transactions or all transactions in the recurring stream. There may be a fee associated with canceling a payment.

#### **Limitations on Bill Pay Services.**

- **Dollar Amounts.** There is a dollar limit of \$9,999 (or the available balance in your designated funding account, whichever is less) on your Bill Pay account in any 24-hour period.
- **Available Funds Required.** All bill payments initiated through Bill Pay are subject to sufficient funds being available in the affected account to cover the payment on the Bill Payment Effective Date.
- **Payees.** You may utilize the Bill Pay service to make bill payments to any number of payees. Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. You may not use Bill Pay to make payments to a collection agency, federal, state or local governmental or tax unit, or to pay child support or alimony, nor to make payments to other categories of payees that you establish from time to time.
- **Payment Dates.** If a payment is due on a Saturday, Sunday, or a Federal holiday, Bill Pay will schedule the payment to occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.
- **Telephone Access.** The following may not be accomplished over the phone: User Access Code changes (including passwords); setting up payee accounts; and, except when Bill Pay is not accessible over the Internet, canceling or modifying a Bill Pay transaction. (See paragraph entitled "Canceling or Modifying Bill Pay Authorization Payments" above.)



## MOBILE and REMOTE DEPOSIT CAPTURE SERVICE AGREEMENT

This Mobile and Remote Deposit Capture Service Agreement ("Agreement") contains the terms and conditions for the use of Mobile and/or Remote Deposit Capture ("RDC" or "service(s)") that MTC Federal Credit Union ("Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Credit Union, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

**Services.** RDC is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by either scanning or photographing checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor.

**Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, on our website(s), or Mobile Application by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Eligible items.** You agree to scan or photograph and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Credit Union is converted to an Image Replacement Document ("IRD") for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not remotely deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the account owner
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- Checks that are prohibited by the Credit Union's current Membership Agreement with you
- Checks that are in violation of any federal or state law, rule, or regulation.

**Endorsements and Procedures.** You agree to legibly endorse any item transmitted through the Services as with your signature and account number. You agree to follow any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. Our receipt of the transmission does not warrant that the transaction is error free, complete or immediately considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in three business days from the day of deposit. Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.

**Disposal of Transmitted Items.** Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, You agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.

**Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per business day with a maximum dollar limit per item of \$2,000.00. The current daily limit on the number of items which can be presented is ten. We reserve the right to change these limits at any time without prior notice to you.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Member Services Agreement governing your account.

**Errors.** You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error.

**Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Image Quality.** The image of an item transmitted to Credit Union using the Services must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**User Warranties and Indemnification.** You warrant to Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of any claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of [Membership Agreement](#) or any other agreement with us.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License.** You agree that Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, mobile applications, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MTC FEDERAL HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

All agreements as set forth in this Document remain in effect **except as specifically modified in this Section.**

<b>Types of Electronic Funds Transfers</b>	<b>Available Services</b>
<p><b>Automated Teller Machines (ATMs)</b> You may access your account(s) by ATM using your Debit Card and your personal identification number (PIN) to:</p>	<ul style="list-style-type: none"> <li>• Withdraw cash from your designated account(s)</li> <li>• Get account information and balances</li> <li>• Transfer funds between your designated accounts</li> </ul> <p><b>NOTE: Limitations are set forth in the Schedule and are subject to change. You may be charged a surcharge fee by the owner of a non-Credit Union ATM. The Credit Union may also charge you a fee as set forth in the Schedule.</b></p>
<p><b>Point-Of-Sale Transactions</b> You may use your Debit Card to:</p>	<ul style="list-style-type: none"> <li>• Pay for goods or services in person, by phone, or by computer</li> <li>• Get cash back from a merchant (if the merchant permits)</li> <li>• Get cash from a participating financial institution</li> </ul> <p><b>NOTE: Limitations are set forth in the Schedule which is subject to change.</b></p>
<p><b>Preauthorized Transfers</b> You can authorize these transactions without the use of an access device:</p>	<ul style="list-style-type: none"> <li>• Preauthorized Credits/Deposits:                             <ul style="list-style-type: none"> <li>✓ Employer Payroll</li> <li>✓ Government Benefits like SSA or VA</li> </ul> </li> <li>• Preauthorized Debits/Payments:                             <ul style="list-style-type: none"> <li>✓ Utility Payments</li> <li>✓ Rent or Mortgage Payments</li> </ul> </li> </ul> <p><b>NOTE: Such agreements or arrangements are solely between you and the company originating the transaction. The Credit Union shall have no responsibility or liability to you for these transactions.</b></p> <ul style="list-style-type: none"> <li>• Internal Transfers or Payments:                             <ul style="list-style-type: none"> <li>✓ Make payments on your loan with us</li> <li>✓ Transfer funds between your accounts with us</li> </ul> </li> <li>• Transfer funds from your accounts to the accounts of other members</li> </ul>
<p><b>Tele-Branch</b> You may call 1-800-625-7491 by using your assigned Tele-Branch PIN to:</p>	<ul style="list-style-type: none"> <li>• Change your PIN</li> <li>• Obtain account information                             <ul style="list-style-type: none"> <li>✓ Balances</li> <li>✓ History</li> <li>✓ Loan Interest and Payoff</li> </ul> </li> <li>• Make transfers or payments</li> <li>• Request advances from Line of Credit loans</li> <li>• Withdraw funds by check mailed to your address on file</li> </ul>
<p><b>Electronic Check Conversion (ECK)</b> You may access your checking account(s) by ECK. Your authorization may be expressed in writing or implied by the posting of a sign or notice. You may:</p>	<ul style="list-style-type: none"> <li>• Make payments by ECK when your written check is converted to an electronic transaction</li> <li>• Make payments for fees charged by a merchant or service provider for NSF returns</li> </ul>
<p><b>Web-Branch</b> You may access your account(s) by computer anytime. Sign on to <a href="http://www.mtcfederal.com/ASP/home.asp">http://www.mtcfederal.com/ASP/home.asp</a>, select the Web-Branch option and enter your confidential User Name and Password to:</p>	<ul style="list-style-type: none"> <li>• Get account and transaction information for your savings, checking, loan and certificate accounts</li> <li>• Transfer funds between your accounts with us</li> <li>• Make payments on your loans with us (excluding mortgage payments)</li> <li>• Make payments from your accounts with us to other vendors through Bill Pay</li> <li>• Withdraw funds by check mailed to your address on file</li> </ul>

### Right to Documentation

- a. **Terminal Transactions.** You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.
- b. **Direct Deposits.** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, you can call us at the telephone number listed in the Schedule to find out whether a deposit has been made. If the only transactions your accounts are direct deposit, you will get a statement from us at least quarterly.
- c. **Periodic Statements.** Transfers and withdrawals transacted through an ATM or POS terminal, Tele-Branch, Web-Branch or debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

### Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions

**Currency Conversion Fee.** If you authorize a transaction with your access device in a currency other than US Dollars, the card provider will convert the charge into a US Dollar amount. The currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by the card provider, as applicable. The exchange rate used will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition, card providers may charge a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transaction” shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

### General Limitations Applicable Accounts

For share savings and money market accounts you may make up to six (6) preauthorized, automatic, telephonic, or Tele-Branch transfers to another account of yours or to a third party during any statement period unless otherwise limited by applicable law. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge.

### Stopping a Preauthorized Payment

You may stop payment of preauthorized transfers from your account by notifying the Credit Union orally or in writing at least three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of a stop payment order (“SPO”) within fourteen (14) days of any oral notification. See the Schedule for applicable charges. We are not obligated to honor a SPO that contains inaccurate or incomplete information. If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

### Liability for Failure to Make a Transaction

If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- e. Circumstances beyond our control (which include, but are not limited to, fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.

- f. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.

#### **Information Disclosure**

We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

#### **Business Day Disclosure**

Our business days are set forth in the Schedule.

#### **In Case of Errors or Questions About Transactions**

In case of errors or questions about your electronic transfers [call, write or email us using the contact information found at the end of this Agreement](#) as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

1. Tell us your name and account number.
2. Describe the transfer you are unsure about, and include to the extent possible, the type, and date and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in this [Agreement and Disclosure](#).

We will determine the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred.

For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

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

#### **Special Rules for Provisional Credit for Debit/ATM Card Transaction**

If you believe a Debit Card Transaction was unauthorized, we will re-credit your account within five business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

#### **Your Liability for Unauthorized Transaction:**

Tell us AT ONCE if you believe your Access Device has been lost, stolen or compromised. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

**Special Notice to Debit Cardholders**

If there is an unauthorized use of your Debit Card or an Internet transaction, and the transaction takes place on the card provider's network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, and based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than thirty (30) days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after those sixty (60) days if we can prove that we could have stopped someone from making the transactions if you had told us in time.

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

**Reporting A Lost Card, Access Device, PIN, or Password:**

If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to [immediately notify](#) us. At the end of this Document, there are telephone numbers where you can call and addresses where you can write us. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

**FACTS**

**WHAT DOES MTC FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?**

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

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

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

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

**How?** All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons MTC Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MTC Federal share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	No
<b>For our affiliates to market to you</b>	No	No
<b>For non-affiliates to market to you</b>	No	No

**Questions?** To speak with a Member Service Representative, please call 800-442-7792 or go to [www.mtcfederal.com](http://www.mtcfederal.com)



Who we are	
Who is providing this notice?	MTC Federal Credit Union
What we do	
How does MTC Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does MTC Federal Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ Open an account or deposit money</li> <li>■ Pay your bills or apply for a loan</li> <li>■ Use your credit or debit card</li> </ul>
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>■ MTC Federal Credit Union has no affiliates.</li> </ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>■ MTC Federal Credit Union does not share with non-affiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ Our joint marketing partners include credit card and insurance companies.</li> </ul>

## FUNDS AVAILABILITY DISCLOSURES

This Disclosure applies to all “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties and an unlimited number of telephone and preauthorized transfers to other accounts you have with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules. Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Please remember that even after the item has “cleared,” if we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

**DETERMINING THE AVAILABILITY OF A DEPOSIT.** The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and holidays. If you make a deposit in person before our “cutoff time” on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cutoff times vary from branch to branch. The earliest cutoff time at any of branches is 12 PM (Eastern Standard Time). Deposits received through our Night Depositories are considered received on the business day following drop-off and may not be credited until the following day. Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of receipt. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

**IMMEDIATE AVAILABILITY FOR CERTAIN ITEMS.** The following types of deposits will usually be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours)
- Electronic direct deposits
- Wire transfers
- The first \$200 from the aggregate of all other deposits made on any given day

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$200 availability is subject to the rule in the paragraphs titled **Longer Delays May Apply**.

**NOTE—ACH TRANSFERS.** If you initiate a wire or ACH transfer from your account at another institution to your Credit Union account (called “ACH debit transfer”), the funds transferred in this way to your Credit Union account will be available on the first business day after the day we receive the deposit, at which time you withdraw the funds in cash and we will use them to pay checks you have written. However, the funds that you transfer by wire or ACH to your Credit Unions account from your account at another institution cannot be wired out of your Credit Union account to a non-Credit Union account until the third business day after the day we receive the deposit.

**IMMEDIATE AVAILABILITY FOR MOST OTHER ITEMS.** Our general availability policy for items not listed in the prior section is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day’s deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

**LONGER DELAYS MAY APPLY.** In some cases involving paper checks, we will not make all of the funds that you deposit available to you as provided above. The first \$200 of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit; or soon after as reasonably practical. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will contact you by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid

- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

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

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

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits, wire transfers, and deposits of cash to your account will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's certified, teller's, Travelers Checks, on-us checks, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to nine business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

**SPECIAL RULES FOR TIME PERIOD ADJUSTMENT FOR WITHDRAWALS BY CASH OR SIMILAR MEANS.** The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$400 will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

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

## TRUTH-IN-SAVINGS ACT DISCLOSURE

### Share and Checking Accounts

**Rate Information.** The dividend rate and Annual Percentage Yield ("APY") on your accounts are set forth in the Truth-in-Savings Act Rate and Fee Schedule ("Schedule") provided with this Document. The dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Schedule. The Dividend Period ("period") for each of your accounts is set forth in the Schedule. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.

**Balance Information.** Any minimum deposit to open an account and the minimum daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Schedule. Dividends are calculated by the Average Daily Balance Method which applies a periodic rate to the average daily balance in your account for the period. The average daily balance is calculated by adding the balance in your account for each day of the period and dividing that figure by the number of days in the period. If you fail to maintain the minimum balance required to earn the dividend rate and APY for any account as set forth in the Schedule, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.

**Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.

**Transaction Limitations for All Share Savings Accounts.** Limitations are set forth in the first Section of this Document entitled "Membership, Accounts and Account Services Agreement." **Additional Limitations for IRA Savings Accounts:** You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA, HSA or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA or HSA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.

**Excessive Transaction Fees.** Free Share Savings account transactions are limited to three (3) per month. Additional transactions during a month will cause a fee, as set forth in the Schedule, to be imposed.

### Term Share Certificate Accounts (Share Certificate, IRA Certificate and HSA Certificate Accounts)

**Rate Information.** The dividend rate and annual percentage yield ("APY") on your account are stated in the Schedule and/or your Term Share Certificate. The APY reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA and HSA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA and HSA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's board of directors. The APY assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings. **See Section 9 below regarding changes in terms and changes upon maturity.**

**Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Schedule. The Dividend Period ("period") for each account is set forth in the Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period.

**Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Schedule. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.

**Balance Computation Information.** "Average Daily Balance Method" Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.

**Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a certificate account, it becomes principal. If you close your Certificate account before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.

**Transaction Limitations.** In addition to any other applicable limitations described in this Document, after a Term Account is opened, you may not make deposits into the account before maturity. After an IRA or HSA Certificate Account is opened, you may make additional deposits into the account at maturity; however, your deposits may not exceed the maximum allowed pursuant to applicable law or as set forth in the Schedule in any single calendar year. You may not make withdrawals of dividends from your account before maturity unless at account opening you arrange for dividend payments, if allowed by the Credit Union.

**Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Unions provides to you.

**Early Withdrawal Penalties – All Certificate Accounts.** You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of twelve months or less shall pay a \$25 penalty plus 1% of the amount withdrawn. Unless stated otherwise, owners of accounts with a stated term of more than one year shall pay a \$25 penalty plus 2% of the amount withdrawn. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.

**Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account will automatically renew at maturity. You will have a grace period of ten (10) days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date. We reserve the right to change the terms/rates upon provision of any notice specifically required by applicable law. Such changes will be effective immediately if specific law does not require prior notice.

**Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

### **Common Features Of All Accounts**

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

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

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

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

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

**Par Value Requirements.** The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Schedule. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account.

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

## BRANCHES AND IMPORTANT PHONE NUMBERS

**864-908-3400 (Corporate Office)**  
**800-442-7792 (Toll-Free)**

Verdae Branch – Corporate Office  
124 Verdae Boulevard, Suite 101  
Greenville, SC 29607

Sandy Springs Branch  
6301 Hwy. 76  
Pendleton, SC 29670

Clemson University International Center for  
Automotive Technology Branch  
3 Research Drive Suite 100  
Greenville, SC 29607

Lexington Branch  
2420 Two Notch Road  
Lexington, SC 29072

Greenville Donaldson Cafeteria Branch  
Greenville Donaldson Main Branch  
517-C Michelin Road  
Greenville, SC 29605  
Phone: 864-908-3428

Dothan Alabama Branch  
3792 Mance Newton Road  
Midland City, AL 36350

Greenville Pelham Road Branch  
One Parkway South  
Greenville, SC 29615

Ardmore Oklahoma Plant Branch  
1103 Michelin Road  
Ardmore, OK 73401

Spartanburg Branch  
1000 International Drive  
Spartanburg, SC 29303

Ardmore 12<sup>th</sup> Avenue Branch  
2001 12<sup>th</sup> Avenue NW  
Ardmore, OK 73401

To Report a Lost or Stolen Debit/ATM Card or Other Access Device after Hours  
Call: 800-682-6075

To Report a Lost or Stolen Debit/ATM Card During Business Hours  
Call: 864-908-3437  
Toll Free: 866-450-3882

Direct All Other Reports, Requests and Inquiries to:  
P.O. Box 1944  
Greenville, SC 29602  
Toll Free: 800-442-7792