



FEDERALLY INSURED
BY NCUA

MEMBER ACCOUNTS, TRUTH & SAVINGS & EFT DISCLOSURE AND FEE SCHEDULE

FEB 2015

1. **Credit Report Verification.** To be eligible for membership in UFCW Community Federal Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share at par value, as required by the Credit Union's Bylaws. You authorize us to check your account and employment history and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.
2. **Individual Accounts.** An individual account is an account owned by one depositor. If the account is an individual account, the interest of a deceased individual owner will pass to the decedent's estate or Payable on Death (POD) beneficiary, if applicable.
3. **Joint Accounts.** An account owned by two or more persons is a joint account. If your account is a joint account, the account is owned as a joint account with the right of survivorship. Upon the death of a joint account owner, that person's interest will become the property of the surviving joint account owners. In the event of the simultaneous death of all joint owners the interest of the primary owner will pass to the primary owner's estate or Payable on Death (POD) beneficiary, if applicable.
 - Rights of Joint Account Owners. Any joint account owner is authorized to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any joint account owner. Any joint account owner may withdraw all funds in the account, stop payment on items drawn on an account, or transfer all or any part of the shares of any account (except the membership share) without the consent of the other joint account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). The Credit Union reserves the right to require written consent of all joint owners for a change of ownership or termination of an account. If the Credit Union receives written notice of a dispatch between joint account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.
 - Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of the returned item or overdraft plus any charges, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any joint account owner is indebted to the Credit Union such that the Credit Union has a lien against an account of that joint account owner, the Credit Union may enforce its rights against any or all funds in the joint account or the joint owners' other accounts, regardless of who contributed the funds to the account(s).
 - Two or More Signatures Required. An Account Owner may request that two or more signatures be required to transact business on a specified account. If the account is a Checking Account, the proper notice should be placed on the checks, at the time of ordering, indicating the number of signatures required. The Account Owner is liable for a joint owner(s) that acts individually to transact business on an account, waiving any requirement that any two or more signatures are required before a transaction is authorized.

ACCOUNT AGREEMENTS

1. **Joint Savings Account Agreement** (Not transferable as defined in 12 CFR Part 204)
 - (i) The joint owners of this account hereby agree with each other and with the UFCW Community Federal Credit Union that all sums now deposited on account, or heretofore or hereafter deposited on account by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge said Credit Union from any liability for such payment. The joint

owners also agree to the terms and conditions of the account as established by the Credit Union from time to time. (ii) Any or all of said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans from this credit union. (iii) The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to said Credit Union which shall not affect transaction heretofore made.

2. **Checking Agreement.** You hereby authorize the UFCW Community Federal Credit Union (the Credit Union) to establish a special draft account for you, also known as a "Checking Account." The Credit Union is authorized to honor checks executed by any of the individuals signed on the Membership Agreement/Signature Card and to charge the payments against the Checking Account. It is agreed that:
 - a. Only check blanks and other methods approved by the Credit Union may be used to withdraw funds from this Checking Account.
 - b. The Credit Union is under no obligation to pay a check which exceeds the fully-paid and collected balance in the Checking Account; the Credit Union may, however, pay such a check and charge the amount from which the person who signed the check is entitled to withdraw from another deposit account or the Credit Union may treat the check as a request to the Credit Union for an advance from the personal line-of-credit account identified within the Membership Agreement sufficient to permit the Credit Union to pay such checks and credit the loan advance to this Account. The Credit Union will charge the amount of the resulting overdraft against a savings account or personal line-of-credit in the order listed on the Membership Agreement. The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old. The Credit Union may pay a check on whatever day it is presented for payment, notwithstanding the date appearing on the check.
 - c. In the event of an overdraft condition on your Checking Account, you authorize the Credit Union to establish overdraft protection to my Checking Account as indicated on the Membership Agreement/Signature Card.
 - d. In the event the Credit Union declines to pay a check, or in the event you instruct the Credit Union not to pay a check, the Credit Union shall incur no liability for the nonpayment of such a check and the undersigned, jointly and severally, agree to indemnify and save harmless the Credit Union from any damages or expenses including any reasonable attorneys' fees it might incur by reason of such non-payment. Should the Credit Union decline to pay any check as above, it may impose a service charge in such amount as may be provided in its rules and regulations for these checks.
 - e. Any objection regarding any item shown on a monthly statement of the Checking Account shall be waived unless made in writing to the Credit Union on or before the sixtieth (60th) day following the day the statement is mailed. You may telephone the Credit Union, but doing so will not preserve your rights.
 - f. All non-cash payments received on deposits in the Checking Account will be final payment.
 - g. The use of the Checking Account is subject to such other terms, conditions, and service charges as the Credit Union may establish from time to time.
 - h. The Credit Union has the right to close your Checking Account at any time. Checking Accounts which are deemed by the Credit Union as being overdrawn excessively will be closed by the Credit Union.
 - i. When checks are paid by the Credit Union, they become the property of the Credit Union and will not be returned either with the periodic statements or otherwise.
3. **Christmas and Vacation Clubs Agreement.** The Christmas Club and Vacation Club accounts are depository accounts governed by the Joint Savings Account Agreement. There is no minimum deposit required to open either the Christmas Club or Vacation Club account. The Christmas Club will be automatically transferred to the regular savings or checking account effective November 1 of the Club year. The Vacation Club account is available at any time. Deposits and withdrawals can be made to club accounts at anytime. You may deposit cash, transfer funds from another account, or establish a recurring payroll deduction or automatic transfer.
4. **Super Sonic Account.** The Super Sonic Account is a depository account governed by both the Joint Savings Account Agreement and the Checking Agreement. A minimum balance, to be set by the Credit Union, is required to open this account.. If the Super Sonic Account falls below the minimum balance requirement set by the Credit Union, dividends will not be earned for the period of time the balance remains below the minimum. The Credit Union reserves the right to change the restrictions from time to time.
5. **Account for Minors.** For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a joint account owner who is at least eighteen years of age, who shall be primarily liable to the Credit

Union for any returned item, overdraft, or unpaid charges or amounts on such account. All funds in a joint account shall be owned as a joint account with the right of survivorship. The Credit Union may make payments of funds directly to the minor without regard to his/her age unless the Credit Union has received written notice from the minor's guardian to withhold payment from the minor and the Credit Union has reasonable opportunity to act on the notice. Unless a guardian is a joint owner, the guardian shall not have any right to access the account. The Credit Union has no duty to inquire about the use or purpose of any transaction by the minor or joint account owner.

6. **Uniform Gift to Minors Account.** The Pennsylvania Uniform Gift to Minors Account (PUGMA) is an individual account established by a member as a custodian on behalf of a minor (a person under eighteen (18) years of age). The custodian shall open the account in the name of the minor, include the minor's SSN and must sign his/her own name on the account card. The custodian is the administrator of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdraw from, or close the account. In the event of the custodian's death, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized to withdraw funds or a court order authorizing such withdrawal.
7. **Trust Accounts.** A trust requires a person or other entity which owns the assets to be held in trust (called the Settlor or sometimes the Grantor), a person or entity which receives and holds the assets (called the Trustee) and a person or entity which receives the benefits of the trust (called the Beneficiary). The assets held by the trustee are called the Corpus of the trust. The Credit Union does not have trust powers and the only function of the Credit Union is to furnish the same services to a trust as it furnishes to individual members.
To establish a Trust Account with the Credit Union, the trust instrument must be in writing and approved by counsel. The trust must be a revocable trust (unless a non-revocable trust is opened by order of the court), that is, the settler may reserve the right to end the trust and get his money back. The settler, trustee, and beneficiaries must all be in the field of membership. The person who opens the account is designated the trustee and is the only person who may access the account and the only person who signs the signature card. Upon the death of the owner/trustee, the account is closed and frozen. It is payable to the beneficiary if he is of age upon presentation of a death certificate. Review by counsel is required before the proceeds are paid after the date of death.
8. **Estate Accounts.** An Estate Account may be opened in order to administer the disbursement of an estate. The Executor/Executrix/Administrator, an individual appointed in a will and approved by a probate court, must be eligible for Credit Union membership as an individual in order to open an Estate Account. In order to open the Estate Account, the Executor/Executrix/Administrator must present a short certificate as proof they are eligible to administer the estate. You must also provide a Taxpayer Identification Number (TIN) for the account or apply for the TIN at the time of opening the account.
9. **Accounts for Businesses and Organizations.** A Business Account is any account used for business purposes. All principals of the business or organization must be eligible for membership in the Credit Union. The account owners agree to inform the Credit Union of the persons authorized to transact business on behalf of the business. The Credit Union requires that third party checks payable to a business may not be cashed, but must be deposited to the business account. The Credit Union shall be deemed to have no notice of any breach of fiduciary duties arising from a transaction by an agent of the account owner, unless the Credit Union has written notice of any wrongdoing.

Business Checking Accounts. Business Checking Accounts are a depository account governed by the Checking Agreement. Business Checking Accounts are non-interest bearing accounts. .

. **Authorized Signer.** An Authorized Signer is designated by the account owner to transact business on behalf of the business. The Credit Union will rely on the account owner's written authorization identifying Authorized Signers until such time as the Credit Union is informed of changes in writing. An Authorized Signer may withdraw all funds in the account, stop payment on items drawn on the account, or transfer all or any part of the shares to an account without the consent of the account owner and the Credit Union shall have no duty to notify the account owner. If the Credit Union receives written notice of a dispute between an Authorized Signer and an Account Owner or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, or require a court order to act. The Account Owner is liable for an Authorized Signer that acts individually to transact business on any of the account owner's accounts, waiving any requirement that any two or more signers are required before a transaction is authorized.

10. **Deposit Requirements.** Deposits may be made to any deposit account in any amount by cash, check, or other item at any branch office or by mail. All deposit accounts are non-assignable and non-transferable to third parties.

Endorsements. You authorize the Credit Union, in or at its discretion, to accept transfers, checks, 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 they are endorsed by all owners. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files, and to require insurance, government, and certain other checks be endorsed in person exactly as they are made payable. Endorsements must be placed in the space on the back of the check between the top edge and 1-1/2 inches from the top edge. The Credit Union may accept checks with endorsements outside this space. However, if any such endorsement causes any delay in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay. The Credit Union may disregard information on any check other than the signature of the drawer and MICR information. Any item presented with a full payment legend must be presented in person to a Credit Union Manager. Otherwise, payment is made with full reservation of rights.

Final Payment. All non-cash deposits posted to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those deposits and impose a return item charge on your account. After we receive final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect your deposit item, the Credit Union may charge such fees to your account. The Credit Union reserves the right to refuse or to return all or part of a deposit or to close your account.

Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposit to your account by a separate authorization form. If you wish to cancel the direct deposit or direct transfer option, you must notify the Credit Union at least 30 days prior to the date of the direct deposit or preauthorized transfer you wish to cancel. A member may stop payment on a preauthorized transfer or electronic fund transfer by notifying the Credit Union orally or in writing at any time up to three (3) business days prior to the scheduled date of transfer. The Credit Union will require a written confirmation of the stop payment order to be made within fourteen (14) days of an oral notification.

Crediting of Deposits. Deposits received at our offices on business days will be credited to your account as of the day of the deposit. Deposits made at automated teller machines, and deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed teller locations such as night depositories will be credited on the day funds are removed and processed by the Credit Union. The credit union may restrict the withdrawals or transfers on your account(s).

11. **Account Access.**

- . Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (e.g., checks, automated teller machines (ATMs), in person, by mail, automatic transfer, telephone, home banking, and point of sale (POS) as applicable). If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority is on file with us. The Credit Union may return as unpaid any check that is not completed in the form provided by the Credit Union. The Credit Union may restrict the withdrawals or transfers on your account(s).
- a. Electronic Fund Transfers.
 - i. Wire transfers may be used to send or receive funds between accounts located at separate financial institutions. These transactions are governed by Regulation J. You may give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by financial institution name, address, routing

number, and individual's name and identifying account of the named beneficiary. However, if you give the Credit Union a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as proper identification even if it identifies a different person than the named financial institution. The Credit Union is not required to provide you next day confirmation of wire transfers. The notification will appear as an item on your periodic statement from the Credit Union.

- ii. ACH transactions are those which involve the electronic processing of debits and/or credits to accounts held at the Credit Union. These transactions are governed by operating rules of the National Automated Clearing House Association. The Credit Union may give you a credit for ACH payments before it receives final settlement of the funds transfer. However, any such credit is provisional until the Credit Union receives the final settlement of the payment. The Credit Union is not required to provide you next day confirmation of ACH transactions. The notification will appear as an item on your periodic statement from the Credit Union. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with the ACH entry, and is entitled to any fee, collection cost, and other expenses relating to the transaction.
- b. Transactions by Mail. Except as otherwise provided in this Agreement, the Credit Union may permit you to make deposits, transfers, and withdrawals by mail. Such transactions will be posted to your account as of the day the transaction is received at the Credit Union.

12. **Dividend Rates and Fees.** The Credit Union's payment of dividends on savings, checking, and certificate accounts are based on current projections and prior earnings, after the provision for required reserves. The Credit Union is prohibited, as a matter of law, from guaranteeing in advance the dividend return on any account. In no event may dividends be paid in excess of earnings. All dividend rates, except those rates which are contracted, such as certificate accounts, are determined on a periodic basis and are subject to change without notice. Dividend refers to any declared or anticipated earnings on a member's account.

Annual Rate. The Credit Union calculates dividends by the average daily balance method. A periodic interest rate is applied to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period. The Credit Union will apply 1/365 of the dividend rate for each day of the dividend period. The simple dividend rate may change from time to time based on the Board of Directors' declaration of dividends based on available earnings of the Credit Union. The annual percentage rate for each account, including the period it will be in effect, the frequency of any rate changes, and limitations, if any, are set forth on the Rate and Fee Schedule.

Annual Percentage Yield. The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For primary, Super Sonic, IRA, Christmas Club, Vacation Club, and checking accounts, the dividend rate and APY may change quarterly as determined by the Credit Union's Board of Directors.

Dividend Compounding and Crediting. The compounding and crediting of dividends and dividend period applicable to each account are set forth in the Rate and Fee Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date which is set forth in the Rate and Fee Schedule.

Account of Dividends. For all applicable accounts, dividends will begin to accrue on non-cash (e.g., checks) on the business day of deposit to your account.

Balance Requirements. If any account is subject to a minimum balance requirement to open or maintain the account, avoid the imposition of any service fees, or obtain the stated Annual Percentage Yield, the balance requirements, including the conditions and fees, are set forth on the Rate and Fee Schedule. The method of determining the balance on which dividends are computed or minimum balance requirements imposed is set forth on the Rate and Fee Schedule. If your

account falls below a minimum required balance at any time during the period, your account may be subject to a service fee or may not earn dividends at the stated annual percentage rate.

Fees and Charges. The Credit Union may charge you fees for account services provided by the Credit Union. The fees and charges that may be assessed against your account are set forth on a separate Rate and Fee Schedule. You agree the Credit Union may change the Rate and Fee Schedule at any time, and you will be notified of such charges as required by law.

13. Account Transaction Limitations.

- . Withdrawal Restrictions. The Credit Union is only required to permit a withdrawal if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer of payment orders which are drawn against insufficient available funds will be subject to a service charge as set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, we may pay those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. In the event of either written notice of the existence of a dispute between the owners, beneficiaries, or other persons concerning their respective rights of ownership to the funds contained in, or proposed to be withdrawn, or previously withdrawn, from any account(s), or the Credit Union's uncertainty as to who is entitled to the funds in any account(s), the Credit Union reserves the right to place an administrative hold on the funds in the account(s), notify all owners, beneficiaries, and/or all other persons claiming an interest in the account(s), of either the dispute or the Credit Union's uncertainty as to who is entitled to the funds and will not release the funds to any owner(s), beneficiary(s) or other persons claiming an interest in funds in the account, until the Credit Union receives either: a request for payment in writing agreed to by all owner(s), beneficiary(s), or all other persons claiming an interest in funds held in an account(s), or the payment is authorized or directed by a court of proper jurisdiction. The Credit Union, at its discretion, reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checking) of not less than 7 days and up to 60 days before such withdrawal.
- a. Account Limitations. The Federal Reserve's Regulation D permits a total of six electronic transfers in a given month. This applies to any regular, special, or money market account. Electronic transfers include any combination of Teller-Phone transactions, check card, home banking, and overdraft protection transactions. Members using overdraft protection are reminded only three (3) overdraft transfers per month are permitted according to Regulation D. In addition to the transactions specified above, you may make withdrawals or transfers as follows: (i) transfers to any loan account with the Credit Union; or (ii) transfers or withdrawals (payments directly to you) by mail, in person, from this account to another Credit Union account of yours, or to a third party by means of a preauthorized or automatic transfer. If you exceed the transfer limitations set forth above in any statement period, your account could be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge. Christmas Clubs have special restrictions. Funds will be paid automatically on October 1 of the appropriate Club year.

14. **Certificates.** Certificates are subject to the terms of this agreement and the following specific terms and disclosures. (i) for regular and IRA certificates, the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. The annual percentage yield is based on the assumption that dividends will remain on deposit until the certificate reaches maturity. Withdrawal of dividends will reduce the annual percentage yield earned. (ii) A substantial penalty is imposed if certificate funds are withdrawn before the maturity date. The penalty is calculated as a forfeiture of part of the dividends that have been earned on the account. If the equivalent of penalty has not been earned in dividends, penalty will affect the principal of certificate. Some exceptions to the early withdrawal penalty apply. Please refer to the Rate and Fee Schedule for details. The forfeiture is calculated at the simple interest rate being paid on the certificate. Maturity of your certificate will be as indicated on the Rate and Fee Schedule or on your account receipt or renewal notice. (iii) The Credit Union will give at least 5 days notice prior to maturity. The certificate will not automatically be renewed. The rate of earnings for any renewal term shall be at the rate the Credit Union is paying at the time on new certificates of that term. (iv) After your certificate is opened, your ability to make additional deposits to your account or withdrawals of dividends and any limitations on such transactions are set forth in the Rate and Fee Schedule. (v) In the event of the death of the certificate owner or if the certificate holder is determined legally incompetent by a court or other body of legal jurisdiction, the certificate will be surrendered without incurring the early withdrawal penalty. (vi) Certificates of deposit are nontransferable and non-negotiable.

15. Overdrafts.

Overdraft Liability. If on any day, the available funds in your checking account are not sufficient to cover checks or other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures. The Credit Union has no duty to notify you of an insufficient funds check. The Credit Union reserves the right to pay or return any transaction(s) which take the account into overdraft, at its discretion. Your account will then be subjected to a charge for the item as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a check that would otherwise overdraw your account, you agree to pay the overdraft amount and service fees immediately. We reserve the right to pursue collection of previously dishonored items at any time.

Overdraft Protection Plan. If we have approved an overdraft protection plan for you, we will honor checks drawn on insufficient funds in your checking account by transferring the necessary funds from another account of yours to your checking account. We will transfer funds to your checking account from your savings as you have directed, or as required under the Credit Union's Overdraft Protection Plan. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

16. **Postdated and Stale Dated Items.** You must not date a check later than the date you write it. If you do and the item is presented for payment before this date, the Credit Union may return it unpaid or pay the item, the Credit Union will not be responsible for paying the item before the date stated, and the Credit Union may charge your account as of the date the Credit Union pays the item. You agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six months from the date of issue but may charge your account for payment unless the item is certified or you have placed an effective stop payment order.
17. **Stop Payment Orders.**
- . Stop Payment Request. You may, upon timely and proper request, ask the Credit Union to stop payment on any check or other payment order drawn upon your checking account. You may request a stop payment by telephone, by mail, or by appearing in person. The stop payment order, to be effective, must be received before the Credit Union has finally paid the subject item or has taken certain other action with respect to the check. You must provide the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to the Credit Union all of your rights against the payee, or other holders of the item, and to assist the Credit Union in legal action taken against the person.
 - a. Duration of Order. Verbal stop payment orders remain in effect for fourteen (14) days. Written stop payment orders are effective for six (6) months. In order for any written stop payment to remain in effect after six (6) months, you must renew the order in writing.
 - b. Liability. The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check or draft or any other check, draft, or payment guaranteed by you or the Credit Union. It is at the credit union's sole discretion to place stop payments on check they issued on your behalf. Be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is holder of the item despite the stop payment order. If you place a stop payment order and the item is paid through no fault of yours, the Credit Union will only be liable for actual damages you incur, not to exceed the amount of the check.
18. **Lost Items.** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.
19. **Credit Union's Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement,

the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction. The Credit Union will not be liable if: (i) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (ii) circumstances beyond the Credit Union's control prevent the transaction; (iii) your loss is caused by the negligence of another financial institution; or (iv) the money in your account is subject to legal process or other claim. In no event will the Credit Union be liable for consequential damages. You grant the Credit Union the right, in making payment of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement.

20. **Credit Union Lien.** The Credit Union may have a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply the funds on which it has a lien to pay off your indebtedness, as a borrower, guarantor, or endorser to the Credit Union. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time.
21. **Account Information.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transactions or balances except when: (i) it is necessary to complete the transaction; (ii) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (iii) such disclosure is in compliance with the law, government agencies or court orders; or (iv) you give us your written permission.
22. **Notices.**

Name or Address Changes. It is your responsibility to notify the Credit Union in writing upon a change of address or change of name. The Credit Union is only required to honor items drawn upon the name as listed on the account and to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will accept only signed, written notices of an address or name change or, in some instances when proper identification is provided.

Notice of Amendment. Except as otherwise prohibited by applicable law, the terms of this Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. The Credit Union will notify you of any changes in terms, rates, or fees as required by law by delivering notice to the last address which you have specified for this account. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. Amendments requested by you, or any one joint account owner, such as adding or closing a new type of account or service, must be evidenced by a signed ³Membership Signature Card,² which upon execution will be incorporated herein by this reference. The Credit Union reserves the right to require all owners consent in writing to terminate an account.

23. **Statement and Billing Rights.** You will receive a periodic statement of all transactions and activity on your account during the statement period. Any deposit, withdrawal, transfer, payment of dividends or interest, and imposition of applicable fees will appear on your statement. You are responsible for examining each statement and reporting any irregularities to the Credit Union. If you think your statement is wrong, or if you need more information about a transaction on your statement, you may write us at the address listed on the statement as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You may telephone the Credit Union to discuss the discrepancy but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, description of the error, and explain, if you can, why you believe there is an error. You understand your original check will not be returned to you, but copies will be made available through the Credit Union for a nominal fee upon your request. You agree the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limits for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.
24. **Termination of Accounts.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (i) there is a change in any term or condition of the agreement; (ii) there has been a forgery or fraud reported or committed involving your account; (iii) there is a dispute as to the ownership of the funds in the account; (iv) any checks are lost or stolen; (v) if there are excessive returned, unpaid items not covered by an overdraft

protection plan; or (vi) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the Credit Union in writing or in person. However, the Credit Union reserves the right to require the consent of all joint account owners for termination of a joint account. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated.

25. **Termination of Membership.** You may terminate your membership at the Credit Union under the conditions that no deposit accounts are pledged as collateral and all loan accounts, including VISA and student loan accounts, are closed by giving written or oral notice of your intent to withdraw from membership. The Credit Union is not liable for payment of any check, withdrawal, or any other item once your membership is terminated. The Credit Union may expel you from membership for any reason allowed by NCUA regulation, applicable legislation, and Credit Union bylaws.
26. **Dormant and Abandoned Accounts.** If you have not made a withdrawal, deposit, or transfer on your account for a 12-month period, the Credit Union may classify your account as a dormant account and may charge a dormant account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. If the dormant account balance is under the required share par value and has remained so for 12 months, the Credit Union may absorb the balance by a late charge upon authorization of the Board. If a deposit or withdrawal has not been made on the account for five (5) years as required by the Pennsylvania Department of Revenue, Abandoned and Unclaimed Property (Escheat), the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with the Pennsylvania Department of Revenue Law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds you must apply to the appropriate state agency.
27. **Death of a Member.** Upon the death of the primary account owner, funds in the account shall be payable to joint account owners or the estate in accordance with this agreement and applicable state laws. The Credit Union will require the survivor or other claimant of the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union learns of the account owner's death. Once the Credit Union learns of an account owner's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days from the date of death, unless the Credit Union receives instructions from an authorized person to stop payment on the drafts or other items. You agree the Credit Union can require anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.
28. **Special Account Instructions.** The Credit Union can facilitate certain trust, burial, or court-ordered account arrangements you may request. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, burial, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protection.
29. **Waiver.** Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.
30. **Severability.** In the event any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.
31. **Governing Law.** This Agreement is governed by the bylaws of the Credit Union and State and Federal laws and regulations. Any dispute regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
32. **Enforcement.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled/subject by applicable law to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree it may be filed and heard in the county and state in which the Credit Union is located if allowed by applicable law.

FUNDS AVAILABILITY POLICY

1. **Funds Withdrawal.** The Credit Union will make available for withdrawal all funds, both cash and non-cash, from your deposits the same business day as the receipt of your deposit. A business day is every day except Saturday, Sunday, and Federal

Holidays. If you make a deposit at any of our offices, while they are open for operation, we will consider it to be the day of your deposit.

2. **Right to Delay Availability.** Case by Case Delays. In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the 1st. \$200 (two hundred) of your deposit will be available on the 1st business day. If we are not going to make all of the funds available from your deposit immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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. All new personal or business accounts will have a nine (9) business day check hold until the account has been open and in good standing for thirty (30) days.

Safeguard Exceptions: In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: (1) We believe a check you deposit will not be paid; (2) You deposit checks totaling more than \$5,000 on any one day; (3) You deposit a check that has been returned unpaid; (4) You have overdrawn your account repeatedly in the last six months; (5) There is an emergency, such as failure of computer or communications equipment.

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

Deposits at Automated Teller Machines: Funds from any deposit (cash or checks) made at automated teller machines (ATM's) may not be available until the second business day after the day of your deposit.

SHARE AND SHARE DRAFT ACCOUNTS

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

1. **Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Savings, Super Sonic Savings, IRA Savings, Christmas Savings, Vacation Savings and Checking accounts, the Dividend Rate and Annual Percentage Yield may change quarterly as determined by the Credit Union's Board of Directors.
2. **Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
3. **Dividend Compounding and Crediting.** The compounding and crediting of dividends and dividend period applicable to each account are set forth in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
4. **Accrual of Dividends.** For all accounts, dividends will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account.
5. **Balance Information.** To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value amount is stated in the Fee Schedule. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule.
6. **Account Limitations.** For Regular Savings, Super Sonic Savings, IRA Savings and Money Market accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. For a Christmas Savings account, the entire balance will be paid to you by transfer to another account of yours on or after October 1 and the account will remain open.
7. **Fees for Overdrawing Accounts.** Fees may be imposed on each check, draft, item, point of purchase, preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. Debit card transactions and ATM withdrawals will not incur an overdraft fee. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. Please refer to the Fee Schedule for current fee information.

Speedy Access Teller-Phone TERMS AND CONDITIONS

- You will not disclose your security code or otherwise make it available to anyone not a signatory on a deposit account. Any member may notify the Credit Union in writing at any time to cancel this agreement.
- You understand that all terms and conditions associated with your Savings, Checking, or Loan Accounts, which are affected or accessed by Speedy Access Teller are incorporated herein by reference.
- You further acknowledge and agree that any authorized user of your security code will have complete access to any and all sub-accounts of your primary account number.
- UFCW Community FCU reserves the right to terminate or change the terms and conditions of this agreement at any time; you will be notified of such changes.
- Your monthly statement will be your receipt of Teller-Phone transactions.
- Amendments to this agreement may be provided to you, in accordance with applicable law, without restatement of the above terms.
- UFCW Community FCU is not responsible for the misuse of your security code by authorized users.

The Federal Reserve's Regulation D permits a total of six (6) electronic transfers in a given month. Electronic transfers include any combination of Teller-Phone, purchases with the Check Card, and overdraft protection. Members using overdraft protection are reminded that only three (3) overdraft transfers per month are permitted according to Regulation D. Overdraft transfers from a line-of-credit are not subject to this limit.

UFCW Home Banking

You may perform the following transactions through UFCW Home Banking:

- Balance inquiries. Check balances on all accounts you have approved access to.
- Transfers/Withdrawals. You may transfer or withdraw funds between/from your Savings, Checking, Loan and other accounts you have access to. Transferring from Savings, Super Sonic, and Christmas Savings to other accounts are limited by Regulation D Reserve (mentioned above) requirements to a combination of six transfers/withdrawals per calendar month, no more than three of the six transfers may be made by check, draft, check card, or similar order by the depositor and payable to third parties.

- Access Limitations. UFCW Community FCU reserves the right to limit the amount of on-line access per month or per session. UFCW FCU does not intend to charge a fee for this service. We do however, reserve the right to do so in the future and will provide 30 days advance notice to all users through the system. All transactions generated by you through UFCW Home Banking will appear on your monthly statement. Any negative balance created by the user of UFCW Home Banking shall bear interest at the highest unsecured rate offered by UFCW FCU until paid in full. All owners agree to be liable for any negative balances, including fees and costs, created by the actions of any joint owner, in any jointly held account.
 - UFCW Community FCU reserves the right to terminate or change the terms and conditions of this agreement at any time; you will be notified of such changes.
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Bill Payer

You may use Bill Payer to establish an unlimited number of payees/merchants to be paid from your UFCW Community FCU Checking Account. By providing us with the merchant name and address, you authorize us to honor any payment instructions which we receive from you through Bill Payer. You may designate the day on which payment should be sent. Funds for Bill Payer payments need to be available at the close of business the day before scheduled payment. You must allow at least five business days for mailing and processing and you agree UFCW Community FCU will not be liable for any late charges or other costs due to late payments.

- **OVERDRAFT** - If I am using Bill Payer, I acknowledge it is my responsibility to ensure enough funds are in my Checking Account on the days bills are scheduled to be paid. I understand I will incur a fee based on the current fee schedule if funds are not available in my account at the time the bill is to be paid. The bill will be processed a second time automatically. If the funds still are not available on the second attempt, I may incur another fee and will be responsible for paying the bill via other means. I understand I will receive a notice for each overdraft occurrence.
 - **GOVERNING LAW** - If I am using Bill Payer, I acknowledge it is my responsibility to verify the name and address shown for each merchant whom I designate to receive payments from my account, in order to ensure it is the correct person and at the correct location. I understand UFCW Community FCU will not be held liable for any data that I have entered incorrectly. I understand payments will be mailed on the first business day after the pay date I designate with Bill Payer. UFCW Community FCU reserves the right to terminate any or all Bill Payer services in the event of a security breach, suspicious activity, excess overdrafts of the Checking Account, or for other reasonable grounds.
 - **SECURITY FEATURES** - Bill Payer software has built-in security features. To access information, you will need both a USER ID and a PIN (Personal Identification Number). Initially, both of these numbers will be selected by the credit union. The software will prompt you for your USER ID and PIN upon entering Bill Payer. For added security, the software requests you change your password during your first log-in attempt. It can be a minimum of four (4) to a maximum of thirty-two (32) upper or lower case alpha-numeric characters. Do not give your USER ID or PIN to anyone else! This will ensure the security of your account.
 - **STOP PAYMENT** - If you told us in advance to make payments out of your account, you may place a stop payment on any of these payments. Here's how: A) If the bill is NOT scheduled to be paid within a 24-hour period, use Bill Payer to change the amount or clear out the payment to zero before midnight the day before the payment is scheduled. B) If the bill is scheduled to be paid within a 24-hour period, contact the credit union at (570)693-0500 or (800) 832-9328. The credit union may still be able to place a stop payment on the bill. I understand I will incur a fee based on the current fee schedule and it will be charged to my Checking Account. You will need to provide us with the following information when making a stop payment request: A) your name and member (account) number; B) the name of the payee; C) the amount of the payment you want stopped; and D) the date the payment is scheduled to be paid.
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VISA Check Card/ATM Card

You agree that using your credit card or check card in connection with an illegal activity or transaction, or for the purchase of illegal goods or services (collectively "Misuse of Card"), will constitute a default by you, and a breach of your obligations, under every agreement you have with the credit union, including but not limited to agreements for check cards, credit cards, and extensions of other credit. You agree that your purchase of illegal goods or services is distinct and separate from your use of a credit card or check card as a way to pay for such goods or services. You agree that Misuse of Card does not excuse you from liability for any charges incurred, and you waive the right to sue the credit union with respect to any such charges, your use, or your purchase of any illegal goods or services, including but limited to gambling and internet gambling. You agree to indemnify and hold harmless the credit union from liability in any suits, claims or other legal action you bring, or which may be brought on your behalf, in connection with any such goods, services, or charges. Moreover, you agree to pay the legal fees the credit union incurs in defending itself in any such suit, claim, or legal action, regardless of the outcome, which reimbursement shall be due upon demand by the credit union in their discretion.

- **Accounts and uses of VISA Check Card or STAR/ATM Card** - You have the account(s) including but not limited to such transaction, savings or checking accounts as are set forth on your application form. You hereby request that we issue to you one or more VISA Check Card or STAR/ATM Cards to be used in connection with such accounts as described in this Agreement. You understand you may use your VISA Check Card or STAR/ATM Card Identification Number (PIN) at STAR/ATM Centers located in the United States to conduct any of the following transactions for each of the accounts you have requested to be accessed by your VISA Check Card or STAR/ATM Card: A) Withdraw cash from your Savings Account or your Checking Account; B) Deposit cash, checks, or drafts to your Savings Account or Checking Account; C) Transfer funds from your Savings Account or Checking Account; D) Obtain the available balance from your Savings Account or Checking Account. The use of this service may also affect or be affected by the rules governing other credit union services. Such services as: VISA, Payroll Deduction, ACH deposits or withdrawals, checking, overdrafts, audio response systems (Speedy Access), transfers, etc., may be affected by the rules and regulations governing this Service Agreement. We wish to inform you that some STAR/ATM Centers located in these areas may only provide access to the accounts you have designated as your primary Transaction, Savings, or Checking accounts. NOT ALL STAR/ATM CENTERS MAY ACCEPT DEPOSITS, THERE MAY ALSO BE LIMITS ON THE AMOUNT OF FUNDS YOU MAY DEPOSIT OR WITHDRAW IN CERTAIN STAR/ATM CENTERS AND SOME ATMS IMPOSE SURCHARGES. From time to time we may make arrangements with other ATM networks to allow cash withdrawals or obtain the available balances from your accounts you have designated to be accessed by your VISA Check Card or STAR/ATM Card. Contact the credit union for a complete up-to-date list of those ATM Locations. You further understand you may use the VISA Check

Card to purchase goods and services (Purchase) at any retail establishment (Merchant) where the VISA Check Card is accepted to make a Purchase or obtain cash, if permitted by the Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your primary Share Draft (Checking) Account designated on your application form and directing or ordering us to pay such funds to the Merchant. You request that we provide to you such other services or access to other ATM systems or networks using the VISA Check Card or STAR/ATM Card which we may later make available and which we will advise you are offered in connection with your account(s). You also understand that from time to time you may request in writing that we provide access to additional accounts of yours through the VISA Check Card or STAR/ATM Card we have issued to you. You agree that the uses of the VISA Check Card or STAR/ATM Card described in this Agreement which is accessed by such card applies.

- **Use of Personal Identification Number ("PIN") with VISA Check Card or STAR/ATM Card** - You understand that a STAR/ATM Center or an ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the Personal Identification Number or PIN which you use with the VISA Check Card or STAR/ATM Card is your signature, identifies the bearer of the Card to the STAR/ATM Center, ATM, or your actual signature and other proof identify you and authenticate and validate your directions to a human teller. You also understand that a Merchant which accepts the VISA Check Card or STAR/ATM Card for a Purchase transaction may have an electronic terminal (Merchant operated or self service) which requires the use of your PIN and when your PIN is used at a Merchant's terminal, it will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the VISA Check Card or STAR/ATM Card is a security method by which we are helping you to maintain the security of your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.
- **Daily Dollar Limitations on the use of your VISA Check Card or STAR/ATM Card** - Withdrawals: \$1,000; POS Purchase: \$1,000 (VISA Check Card Only); Total: \$2,000 for VISA Check Card. You may use the VISA Check Card or STAR/ATM Card to withdraw up to the limit shown per day including Purchase transaction at a STAR/ATM Center, other ATMs which we inform you are available for you to use and at Merchants, from one or a combination of your accounts, provided the funds are available in your accounts. The day for withdrawal limits starts at 3:00 p.m. each (business) day and ends at 2:59 p.m. the same (business) day. (Weekends, including three day weekends, are considered "one" business day.) There are also certain limitations on the frequency of use of the VISA Check Card or STAR/ATM Card each (business) day. These limitations are imposed for security purposes. However, these limitations are not revealed for security reasons. (UFCW Federal Credit Union is not obligated to maintain such limitations.) UFCW Community FCU reserves the right to verify the items so deposited before such funds are made available to you. The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your checking account will be reduced by the amount of any transaction for which the merchant has received and authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. The "hold" placed on your account will be released when documentation matching the authorized transaction amount has cleared through us, or four calendar days after the transaction date ("hold period", whichever occurs first. You understand that you may also use your VISA Check Card or STAR/ATM Card at automated teller machines (ATMs) located throughout the United States, Canada and other countries which display the STAR, PLUS SYSTEM name and logo on such machines similar to the logo on your VISA Check Card or STAR/ATM Card. Cash withdrawn from Automated Teller Machines, outside the United States, is disbursed in that country's currency and is deducted from your credit union account at the current exchange rate. You may use such STAR, HONOR, CIRRUS, DISCOVER, PLUS SYSTEM ATMs to withdraw cash, transfer funds or obtain balance information from your accounts and such additional services as may be offered in the future. You will be denied the use of the VISA Check Card or STAR/ATM Card if you exceed the daily withdrawal (or purchase limit), do not have adequate funds available in your account, you do not enter the correct PIN, or you exceed the frequency of usage limitation. The receipt provided by the STAR/ATM Center, ATM or Merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of your VISA Check Card or STAR/ATM Card at an ATM. The number of attempts that result in machine retention is not revealed for security reasons.
- **Liability Disclosure** - If you believe your VISA Check Card or your PIN has been lost or stolen or that an unauthorized transfer or purchase from any of your accounts has occurred or may occur, please contact us immediately at: **UFCW Community FCU, 377 WYOMING AVE., WYOMING, PA 18664, 570-693-0500 OR 1-800-832-9328**. A new card may be issued to you at that time and a "hold" will be placed on your old card. After such time, if you find your old card, you must notify us and return your old card to us. If you attempt to use your old card it will be captured and retained by the STAR/ATM Center or ATM. Telephoning us is the best way of keeping your losses to a minimum. If you telephone us, we may require that you send us written confirmation of your loss or suspected error to be received by us within 10 business days of your phone call. You may be liable for the unauthorized use of your Check Card if you fail to notify us of unauthorized transactions to your Check Card: A) You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use; B) You will have no liability for unauthorized purchases made with your Check Card. Cardholder will have liability if it is determined that the cardholder was grossly negligent in the handling of the account or card.
- **Business Days** - Our business days are Monday through Friday. Holidays are not included.

ERROR RESOLUTION NOTICE

In case of unauthorized electronic funds transfers and/or errors, questions about your transactions – write or call us at: **UFCW Community FCU, 377 WYOMING AVE., WYOMING, PA 18664, 570-693-0500 OR 1-800-832-9328** as soon as you can or if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you feel you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within 10 business days, we may not credit your account. If we decide that there is no error, we will send you a written explanation within three business days after we finish our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

Disclosure of Account Information - We will disclose information about your account or the transaction you make to third parties:

- Where it is necessary to complete transaction.
- To verify the existence and standing of your account with us upon the request of third party, such as a credit bureau.
- In accordance with your written permission.
- In order to comply with Government or Administrative Agency summonses, subpoenas, orders, or Court orders.
- On receipt of certification from a Federal Agency or Department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Charges for Transactions - There are certain service charges for some transactions and replacements of the Check Card. All service charges are listed in the UFCW Community FCU schedule of fees for credit union services and these schedules are available in all branches of UFCW Community FCU. If we charge for our electronic transfer service, you will receive a fee schedule for this service. We reserve the right to charge your account in accordance with the fee schedule that will be provided to you at least (30) days prior to assessment or change in assessment.

- Not all ATMs accept deposits. There may also be a limit on the amount of funds which you may deposit or withdraw at certain ATMs.
- When you use your check card at any ATM not operated by the credit union, you may incur a "foreign" ATM fee (surcharge) or out-of-network fee.
- A replacement fee may be assessed for replacement of lost/stolen VISA Check Card or STAR/ATM Cards.

Deposit Information - Deposits made at STAR/ATM Centers are posted to your account according to the rules and regulations of those account(s) and our funds availability policies which are contained in this disclosure statement required under the Expedited Funds Available Act (EFAA). You may not deposit any foreign currency. All deposited items are removed from the STAR/ATM Center before 3:00 p.m. each (business) day.

- UFCW Community Federal Credit Union reserves the right to verify the items so deposited before such funds are made available to you. When all of the deposited funds become available, you may withdraw against the entire amount deposited up to the daily withdrawal limit.
- Deposit made in other states. You may deliver cash, checks and other items at most STAR/ATM Centers located in Pennsylvania, Delaware and other states added from time to time, for transmission to us to deposit to your account(s). However, some STAR/ATM Centers may not accept such items for deposit and certain other STAR/ATM Centers may limit the amount of funds you deliver for transmission to us for deposit to your account.

If the amount of the funds contained in your deposit envelope differs from the amount you have indicated to the STAR/ATM Center, we will adjust your account(s) to reflect the amount we have received and advise you of any difference.

Record of Transaction - You will receive a printed receipt for each STAR/ATM Center, ATM or Purchase transaction which you make at the time of the transaction. You will receive a monthly statement showing the status of your account(s), transactions made during the past month, and any charges which we may impose for such services or transactions.

Our Liability For Failure to Complete an Electronic Fund Transfer Transaction - If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:

- there are insufficient funds in your account to complete the transaction through no fault of ours;
- the funds in your account are unavailable;
- the funds in your account are subject to legal process;
- the transaction you request would exceed the funds in your account plus any available overdraft credit;
- the STAR/ATM Center or ATM has insufficient cash to complete the transaction;
- your card has been reported lost or stolen and you are using the reported card;
- we have a reason to believe that the transaction requested is unauthorized;
- the failure is due to an equipment breakdown which you knew about when you started the transaction at the STAR/ATM Center;
- the failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control;
- you attempt to complete a transaction at an ATM or Merchant terminal which is not a permissible transaction listed above; or

- the transaction would exceed security limitations on the use of your STAR/ATM Card.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

Joint Account Liability - If the VISA Check Card or STAR/ATM Card is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account. You agree that if you make deposits to your account(s) with items other than cash (checks, drafts or other items) and we make funds available to you from such deposits prior to their collection, you agree that we may deduct the amounts of such funds from your account(s) which are not collected or, if the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds which are not collected. You agree that from time to time we may amend or change the terms of this Agreement including amendments or changes to add further VISA Check Card or STAR/ATM Card services or to amend or change the charges for these services. We may do so by notifying you in writing of such amendments or changes and your use of the VISA Check Card or STAR/ATM Card after the effective date of any such amendments or changes shall constitute your acceptance of and agreement to such amendment or change.

Ownership - You agree that the VISA Check Card or STAR/ATM Card is our property and you will surrender it to us upon our request. You agree that the VISA Check Card or STAR/ATM Card is non-transferable.

Pre-Authorized Electronic Funds Transfers

Pre-authorized Transfers to your account - You may arrange to have transfers made to your account through payroll deduction, direct deposit or your paycheck, Social Security, monies, etc. UFCW COMMUNITY FEDERAL CREDIT UNION will insure deposits of these funds on the date due according to instructions from the Automated Clearing House (ACH).

- **Verification of Receipt** - You may phone UFCW Community Federal Credit Union at any time during normal business hours or use Speedy Access or Home Banking to determine that funds transferred into your account have been received. The phone numbers are: **(570) 693-0500 or (800) 832-9328**.
- **Electronic Check Conversion/Electronic Returned Check Fees** - If you pay something with a check or share draft you may authorize your check or share draft be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfer if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- **Pre-Authorized Transfers from your account** - You must notify UFCW Community Federal Credit Union in writing to make transfers from your account. You may pay such accounts as your utility bill, insurance, mortgage, health club, etc. through this means.
- **Stop Payment of Transfers from your account** - You may stop payment on a pre-authorized debit by notifying UFCW Community Federal Credit Union in writing or orally no later or no less than three business days before the scheduled transfer date. UFCW Community Federal Credit will require written confirmation to be made by you within 14 days of your oral notification, the Credit Union cannot be held liable for non-execution of your stop-payment request.
- **Liability for unauthorized use** - You will be liable for all electronic fund transfers to which you above agreed. (if you use your VISA Check Card or ATM Card for transfers from your account, or you permit another individual to use your card(s) for this purpose, you are authorizing them to act on your behalf and will be responsible for any use of the card(s) by them.)

Electronic Disclosures and Notices

The disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- 1) Your consent applies to all disclosures and notices regarding your deposit accounts, including your periodic account statements;
- 2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- 3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one by calling us: however, UFCW Community FCU does charge a nominal \$2.00 monthly fee for continued receipt of paper statements in lieu of e-statements;
- 4) You can withdraw your consent at any time by calling us; and
- 5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing rather than electronically. Except as otherwise provided in this or other agreements or on our website, you cannot give us notice electronically, and all notices from you must be in writing.

UIGEA Disclosure

The Unlawful Internet Gambling Enforcement Act of 2006 (31 USC 5361-5366) prohibits any person engaged in the business of betting or wagering (as defined by the act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling.

Unlawful internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

Unlawful Internet gambling transactions are prohibited from being processed through your accounts and your relationship with us. This includes transactions involving an ATM card, Debit Card, Credit Card, ACH transfer, wire transfers, or bill payment.

We will require you to provide evidence of your legal authority to engage in internet gambling if you engage in an internet gambling business.

