



# membership account agreement



## MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement ("Agreement") covers the responsibilities concerning accounts owned by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you" and "yours" mean the Account Owner and each person signing an Account Card ("Account Card"). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

1. **Contract.** Your account type(s) is(are) designed on your Account Card. Your account shall be held as a single/individual account in the name of the Account Owner. By signing an Account Card, you agree to the terms and conditions in this Agreement, and Account Card, the Funds Availability Policy Disclosure, Rate Sheets, Fee Schedules, any Account Receipt, the Credit Union's Bylaws and policies, any amendments to these documents from time to time which collectively govern your membership and accounts, all applicable present and future federal and state laws and regulations, local banking customs, and the rules of any clearing house association with whom we may deal. The word "bylaws" means the Bylaws or the Code of Regulations of the Credit Union.
2. **Membership Eligibility.** To Join the Credit Union the Account Owner must meet the membership requirements including, if applicable, the purchase and maintenance of the minimum required share(s) ("membership share"), as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit-reporting agencies, to verify your eligibility for the accounts and services you request.
3. **Account Access.**
  - a. **Authorized Persons.** The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union.
    - If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
    - If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners;
    - If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.
  - b. **Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:
    - Depositing, withdrawing and transferring funds into, out of and between one or more account;
    - Signing drafts, checks or other orders for payment or withdrawal;
    - Issuing instructions regarding orders for payments or withdrawal;
    - Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner; and
    - Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to

inform us immediately in writing of any changes. If the account documents indicate that more than one signature is required to transact business, we will require the number of signatures stated on the account documents. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear such a facsimile signature.

- c. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g., in person or by automated teller machine, point of sale device, automatic transfer or other available electronic means, mail or telephone). Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses, or fees resulting from or imposed due to handling such a draft will be charged to your account.
  - d. Credit Union Examination. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
4. **Deposit of Funds Requirements.** Funds may be deposited to accounts, in any manner approved by the Credit Union in accordance with the requirements set forth on our rate sheet(s) and fee schedule(s) applicable to business accounts. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibilities until we receive them.
- a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of the Account Owner even if they are not endorsed. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set for on the back of the check or draft, we may require endorsement as set for on the item. We may, but are not required, to accept for cash or other value checks, drafts, or items made payable to the Account Owner provided such items are endorsed with an original or facsimile signature of the required number of Authorized Persons. Endorsements must be made on the back of the share draft or check within 1-½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
  - b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibilities until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United State are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collections to your account.
  - c. Final Payment. All items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
  - d. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits and preauthorized transfers by filling out a separate document. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the government agency for any benefit payment directly deposited into your account, we may deduct the

amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

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

5. Electronic Funds Transfer.

- a. Uniform Commercial Code Article 4A and Other Agreements. Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. You may be provided with a separate document providing details about certain types of electronic funds transfer transactions available on your account. Any provisions in such documents purporting to limit your liability for unauthorized transactions, imposing liability on us for failing to stop a preauthorized electronic funds payment and imposing duties on us in the case of billing errors are not applicable to your account.
- b. Fedwire Transactions. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J.
- c. Authorization for Transfers/Debiting of Accounts. Any Authorized Person is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of Authorized Persons must be present before we will execute to transfer.
- d. Right to Refuse to Make Transfer/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by thirds parties or circumstances beyond our control including mechanical, electronical, or equipment failures.
- e. No Notice Required. We will not provide you with next day notice of Ach, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.
- f. Interest Payments. We are required by law to pay interest to you, you agree that the rate of interest shall be the lowest available nominal dividend or interest rate paid on accounts during the time interest payments are required.
- g. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account.
- h. Payment Order Processing and Cut-Off Time. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request.
- i. Identity Information. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial

institutions facilitating the transfer may rely strictly on the account or other identifying number even if the number identifies a different person or financial institution.

- j. Amendments and Cancellations of Payment Orders. Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.
  - k. Security Procedures. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers.
6. **Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in our business account rate sheet(s) and fee schedule(s). We may change our rate sheet(s) and fee schedule(s) at any time and will notify you as required by the law.
7. **Transaction Limitations.**
- a. Withdrawal Restrictions. We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding I) withdrawals or transfers; or II) payments or non-payments of a share draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfers or payment orders, which are drawn against insufficient funds, may be subject to a service charge as set forth in our business account rate sheet(s) and fee schedule(s). If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly; for example (1) a dispute between Account Owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) if (non-corporate account) a depositor is deceased or (corporate account) the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal, which is attempted by any method not specifically permitted by us. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right

- b. Transfer Limitations. We limit the number of transfers or withdrawals you may make from accounts other than checking, share draft and certificate accounts to six (6) per calendar month per account when the transfer or withdrawal is made by means of a preauthorized, or automatic transfer, a telephonic (including audio response and data transmission) agreement, order of instruction. Of these six (6), you may make no more than three (3) transfers to a third party by check, draft, or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse ("ACH"). When a transfer exceeds these limitations we may refuse or reverse it, we may assess fees against your account, and we may suspend or close your account and transfer the balance to an account without

such transfer limitations. There is no limit on the number of transfers you make to a Credit Union loan account. There is no limit on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger, or at an ATM. There is also, no limit on the number of telephone requests for withdrawals in the form of a check, which is then mailed directly to you, although we may impose a fee for such services.

8. **Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law ("Certificate Account"), whichever we offer, is subject to the terms of this Agreement, out business account rate sheet(s) and fee schedule(s), the Account Deposit Receipts(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. For accounts held at state chartered credit located in Wisconsin: Credit union liability for dividends declared by the board of directors on Certificate account and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under S. 186.235 of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings. Wis. Admin Code DF-1-CU 60.06.
9. **Overdrafts and Dishonored Items.**
  - a. **Overdrafts.** If on any day the available funds in your account are not sufficient to pay checks, drafts, fees, returned items and other items posted to your account, those amounts will be subject to our overdraft procedures or an overdraft protection plan you have established for your account. We are not required to pay any item that will exceed the available balance for your account or that will cause the approved credit limit on an overdraft protection plan to be exceeded. The available balance for your account is determined according to our funds availability policy. Whether the balance in your account is sufficient to pay an item may be determined at any time between presentation of the item and out midnight deadline with only one review of the account required. Items drawn on your account may be paid in any order we choose. We may return any item and are not required to notify you if your account or overdraft credit limit does not contain sufficient funds to pay the item. However, we may, at our discretion pay items that overdraw your account. By paying an item drawn on insufficient funds we do not agree to pay such items in the future. We may charge fees to your account, as set forth in our business account rate sheet(s) and fee schedule(s), for items drawn on insufficient funds, regardless of whether we pay the item or return it. If we pay an item, impose a fee or post an item that overdraws your account, you must repay the amount according to the requirements of our overdraft policy.
  - b. **Dishonored Items.** We may redeposit items taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain sufficient funds to reimburse s for the amount of the item, you must repay us for the item we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.
10. **Checks Presented for Payment in Person.** We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedule9s) applicable to business accounts.
11. **Postdated and Stale Dated Drafts.** You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay the draft before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid against your account, the Credit Union shall have no liability for such payment.



## 12. Foreign Currency.

All drafts drawn on your account shall be payable in currency of the United States of America. You agree not to draw a draft payable in any foreign currency. If you give us an order to pay the draft in foreign currency, we shall have the right to return the draft unpaid. If, however, we should pay the draft we shall not be responsible for the currency conversion and any fees assessed for collection, and you shall be bound by our determination of the currency rate and the data and manner in which we make the conversion.

## 13. Stop Payment Orders

- a. Stop Payment Order Request. Any Authorized Person may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. In the states of Florida and Texas we have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing. The stop payment will be effective if the Credit Union receives the order within a reasonable time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact amount information is necessary for the Credit Union's computer to identify the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
- b. Duration of Order. You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- c. Liability. Fees for the stop payment orders are set forth on our fee schedule(s). You may not stop payment on any certified check, cashiers check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and the amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

14. Credit Union Liability. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this agreement. We will not be liable if: (1) your account contains insufficient funds for the transaction: (2) circumstances beyond our control prevent the transaction: (3) your loss is caused by your or another financial institution's negligence: or, (4) your account funds are subject to legal process or other claim. We are not liable if drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible even though a draft is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the areas we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

15. Unauthorized Use of Check Writing and Facsimile Signature Equipment. You are responsible for maintaining the security of all facsimile signatures, check writing equipment, and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of such facsimile signature.



16. **Pledge of Shares/Statutory Lien.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and, all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending on whether we have a federal or charter, gives us a lien on all state shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all of your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.
17. **Transfer of Account.** All accounts are nonassignable and nontransferable to third parties except by us.
18. **Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.
19. **Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; or (4) you give us written permission. We may provide information to credit bureaus about insolvency, delinquency, late payment or default on your account to include in your credit report.
20. **Notices.**
  - a. **Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. Any change of address notification received from the U.S. Postal Service will be treated as if you notified us. We may, if we choose, accept oral notices of a change in address and may require any other notice from you to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule(s).
  - b. **Notice of Amendments.** Except as prohibited by applicable law we may at any time change the terms of this agreement. We will notify you of any changes in terms, rates, or fees as required by law.
  - c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address and will be effective whether or not received by you.
  - d. **Electronic Notices.** If you have agreed to receive notices electronically we may send you notices electronically and discontinue mailing notices to you until you notify us that you wish

to reinstate receiving paper notices.

21. **Taxpayer Identification Numbers and Backup Withholding.** You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number ("TIN") or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service ("IRS") a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we will close your account and return the balance to you, less any applicable service fees.
22. **Statements.**
- a. Contents. If we provide a periodic statement for your account, you we receive a periodic statement of transactions and activity on your account during statement period as required by applicable law. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. For accounts held in state chartered credit unions in the state of Massachusetts you may request that drafts or checks clearing against your account be returned to you. You understand and agree that statements are made available to you on the dates they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.
- b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within a reasonable time of receiving your statement, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. Notice to the Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. The notice must specifically describe the transaction, include photocopies or other images of the relevant items if returned to you, and:
- Your account number
  - The dollar amount
  - Our transaction reference if any
- If timely notice is given we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
- d. Address. If we mail you a statement, we will send it to the last known address shown on our records. If you have requested that we send your statement electronically, we will send it to the last email address shown on our records.

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23. **Inactive Accounts.** For accounts held at credit unions located in states other than California and Ohio: If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in our rate sheet(s) and fee schedule(s) during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by law, we may charge a service fee as set forth on our rate sheet(s) and fee schedule(s) for processing your

inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. For accounts held at credit unions located in California: If, for a period of three (3) years, you have not: (1) increased or decreased the amount in your account; (2) correspond with us in writing concerning your account; or (3) otherwise indicated an interest in the account as evidenced by a memorandum in our files, the funds will be turned over to the state. We will notify you as required by state law before paying the funds in your account to the state. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. For accounts held at credit unions located in Ohio: Funds in your account will become "unclaimed funds" under ORC Ch 169 if, over a five (5) year period you do not: (1) increase, decrease or adjust the amount of funds in your account; (2) assign or encumber your account; (3) receive payment of your account; (4) correspond with us about your account; (5) otherwise indicate an interest in your account; or (6) transact business with the Credit Union. For accounts held at state chartered credit unions located in Tennessee: If you do not make a deposit or withdrawal for at least one (1) year and your account balance is less than \$25.00, we may transfer the account balance to the Credit Union's regular reserve account. We will notify you at least thirty (30) days before taking such action.

24. **Termination of Account.** We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any draft, transfer or item after your account is terminated; however, if we pay a draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance left in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or liability for any drafts in process.

25. **Termination of Membership.** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union or you may be expelled for any reason as allowed by applicable law.
26. **Death of Account Owner.** If the account is in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten (10) days after that date unless we Receive instructions from any person claiming an interest in the account To stop payment on the drafts or other items. We may require anyone Claiming a deceased Account Owner's account funds to indemnify us For any losses resulting from our honoring that claim. This Agreement Will be binding upon any heirs or legal representatives of any Account Owner that is an individual or organized as a sole proprietorship.
27. **Waiver of Rights.** We reserve the right to waive the enforcement of any Provision of this Agreement with respect to any transaction or series of Transactions. A waiver of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

28. **Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.
29. **Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy procedures, and any post-judgment collection actions.
30. **Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time.
31. **Waiver of Trial by Jury and Agreement as to Location of Legal Proceedings.** As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.
32. **Negative Information Notice.** We may report information about your Loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

The following UCC4A Disclosures must be provided to all members who receive CCD and CTX Credit Entries:

**[Provisional Payment Disclosure]**

Credit given by [us] to [you] with respect to an automated clearing house credit entry is provisional until [we] receive final settlement for such entry through a Federal Reserve Bank. If [we] do not receive such final settlement, [you] are hereby notified and agree that [we] are entitled to a refund of the amount credited to [you] in connection with such entry, and the party making payment to [you] via such entry (i.e. the originator of the entry) shall not be deemed to have paid [you] in the amount of such entry.

**[Notice Disclosure]**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, [we] are not required to give next day notice to [you] of receipt of an ACH item and [we] will not do so. However, [we] will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**[Choice of Law Disclosure]**

[We] may accept on [your] behalf payments to [your] account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and [your] rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of [New York] as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

CityMarkFederal Credit Union  
Electronic Funds Transfer Agreement And Disclosure

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

1. EFT Services. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.
  - a. ATM. If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Concord, PLUS networks, and such other machines of facilities as the Credit Union may designate. At the present time, you may use your card to:
    - Make deposits to your share and share draft accounts.
    - Withdraw funds from your share and share draft accounts.
    - Transfer funds from your share and share draft accounts.
    - Obtain balance information for your share and share draft accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- You may make ten (10) cash withdrawals in one day.
- You may withdraw up to a maximum of \$600.00 in any one day, if there are sufficient funds in your account.
- You may make ten (10) POS Transactions in any one day.
- You may purchase up to a maximum of \$600.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time requires in ATM operations, there may be a delay between the times a deposit (either cash or check) is made and when it will be available for withdrawal.

b. VISA Debit Card. You may use your Card to purchase goods and services from participating Merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover you Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, ATM, PLUS networks, and such other machines or facilities as the Credit union may designate. At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of VISA Debit Card transactions may apply:

- You may make fifteen (15) VISA Debit Card purchases per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to maximum of \$1,200.00 per day.
- You may make fifteen (15) cash withdrawals in any one day from an ATM machine.
- You may purchase up to a maximum of \$1,000.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

- c. 24/7 Telephone Teller. If we approve the 24/7 Telephone Teller for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use you PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the 24/7 Telephone Teller to:
  - Withdraw funds from your share accounts.
  - Transfer funds from your share accounts.
  - Obtain balance information for your share and share draft accounts.



- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the 24/7 Telephone Teller via a touch-tone telephone only. 24/7 Telephone Teller service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

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

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise requires us to increase our required reserve on the account. All checks are payable to you as primary member and will be mailed to your address if record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share and share draft account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share, and share draft account.
- See section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check or share draft you may authorize your check or share draft to 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 transfers if you complete the transaction after being told (orally or by a notice sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Bill Payer. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cut-off in the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of bill payments per day.
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2. Transfer Limitations. For all share and savings accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfer and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

3. Conditions of EFT Services.

- Ownership of Cards. Any card or other device, which we supply to you, is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- Honoring the Card. Neither we, nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to

accept a credit to your account in lieu of a cash refund.

- c. Foreign Transactions. Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate, or the wholesale rate in effect the day before the transaction processing date, increased by one percentage point. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint owner, without the consent of any other account owner, may, and hereby is authorized by every other joint owner to, make any transaction permitted under this Agreement. Each joint owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

- 4. Fees and Charges. There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use and ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.
- 5. Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your account.

Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your card or card number without your permission, and was either a VISA or Interlink transactions, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows

If you tell us within two (2) business days you can lose no more than \$50 if someone used your Card 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, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as 4500.00.

Also, if your statement shows transfers 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 the sixty (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us we will extend the time period. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

t: 570.826.8244

f: 570.826.4590

[www.wbcityfcu.org](http://www.wbcityfcu.org)

or write:

Wilkes-Barre City Federal Credit Union  
40 E Market Street  
Wilkes-Barre, PA 18711



6. Right to Receive Documentation

- f. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- g. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card transaction with a participating merchant.
- h. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 570.826.8244. This does not apply to transactions occurring outside the United States.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

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

If you give us written permission.

8. Business Days. Our business days are Monday through Friday, excluding holidays.

9. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and the date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

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

The following information is a list of safety precaution regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using the ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

- 11. Billing Errors.** In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the First statement on which the problem appears. Call us at:

570.826.8244

Or write to:

CityMark Federal Credit Union  
40 E Market Street  
Wilkes-Barre, PA 18711

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

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

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

We will tell you the results within three (3) business days of completing our investigation. If we decide 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.

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

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

- 12. Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payments transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT's made prior to termination.
- 13. Governing Law.** This agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Pennsylvania and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- 14. Enforcement.** You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

## TRUTH-IN-SAVINGS DISCLOSURE

1. **Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield may change monthly as determined by the Credit Union's Board of Directors. For Money Market accounts, the Dividend Rate and Annual Percentage Yield may change quarterly as determined by the Credit Union's Board of Directors. 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 Schedule. The IRA Share account is a Tiered Rate account. If your account balance is \$500.00 or below, the first Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. If your account balance is from \$500.01 to \$5,000.00, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. If your account balance is greater than \$5,000.00, the third Dividend Rate and Annual Percentage Yield listed for this account will apply. Once a particular balance range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account.
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 frequency of dividends and dividend period applicable to each account are stated in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
4. **Accrual of Dividends.** For all accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.
5. **Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Regular Share, Minor Share and IRA Share accounts, there is a minimum Average daily balance required to obtain the Annual Percentage Yield for the dividend period. If the minimum average daily balance is not met, you will not earn the stated Annual Percentage Yield. For Regular Share, Holiday Club, Vacation, Money Market, Escrow, Other Share and Minor Share Accounts using an Average Daily Balance method, dividends are calculated by applying a periodic rate 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. For IRA Share accounts using a Daily Balance method, dividends are calculated by applying a daily periodic rate to the principal in the account each day.
1. **Account Limitations.** For Share accounts, no more than six (6) pre-authorized, automatic, or telephone transfers may be made from each account to another account or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. For a Holiday Club account, the entire balance will be paid to you by check or transferred to another account of yours on or after October 1<sup>st</sup> and the account will remain open. If you withdraw from your account, you may be charged a fee as disclosed in the Fee Schedule. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Regular Share, Vacation, Escrow, Other Share, Minor Share and IRA Share accounts, no account limitations apply.
7. **Fees for Overdrawing Accounts.** Fees may be imposed on each check, draft item, ATM or Check Card withdrawal, debit card 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. The entire balance in your account may not be available for withdrawal, transfer, or payment of 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. If we have approved an overdraft protection limit for your account, such fees may reduce your approval limit. Please refer to the Fee Schedule for current fee information.

## UNIFORM TRANSFERS TO MINORS ACT (UTMA)

Under the Uniform Transfers to Minors Act (UTMA), a Custodian Account is an account established by up to two adults for one minor by way of an irrevocable gift. Each account is controlled solely by the Custodian(s) who is(are) responsible to direct the funds in a manner beneficial to the minor. The Credit Union will not be responsible for determining if a person purporting to act as Custodian has been duly designated, nor are we obligated to inquire into the validity or propriety under the UTMA of any act of or instrument of instructions executed by such person, nor are we bound to see to the application by such person of any money paid or delivered to him/her. Custodian accounts are available to minors up to the age of 18 or 21 years, at the option of the Custodian. Once the minor member reaches the designated age, the Custodian must turn over any and all funds to the member. Unless otherwise specified, each joint Custodian shall have full power and authority to act alone with respect to custodial property.

1. CUSTODIAN ACCOUNT - An account maintained by a legal custodian or representative payee for the benefit of a member who is legally deemed unfit to act on his/her own behalf. Any person may act as a custodian or representative payee, however, the minor or incompetent individual for who the custodian acts must meet all requirements for membership.

## PRIVACY DISCLOSURE AND OPT OUT NOTICE

Wilkes-Barre City Federal Credit Union, your member owned financial institution, is committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our members. Under federal law, we are required to give you this privacy notice. It describes our credit union's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the business of the credit union. If after reading this notice you have questions, please contact us at: (610) 489-7239 or write to: Compliance Officer, Wilkes-Barre City Federal Credit Union, PO Box 26159, Collegeville, PA 19426.

1. Information We Collect About You. We collect nonpublic personal information about you from the following sources: Information we receive from you on applications and other forms; and Information we receive from a consumer reporting agency. We may disclose all of the information we collect, as described above, as permitted by law.

2. Parties Who Receive Information from Us. We may disclose nonpublic personal information about you to the following types of third parties: Financial service providers, such as insurance companies; and Non-financial companies, such as consumer reporting agencies, data processors, and plastic card processors.

3. Disclosure of Information to Parties that Provide Services to Us. In order for us to conduct the business of the credit union, we may disclose all of the information we collect as described above, to companies that perform marketing or other administrative services on our behalf or to other financial institutions with whom we have joint marketing agreements so that we may provide members competitive products and services. We may also disclose nonpublic personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our credit union,

follow your instructions as you authorize, or protect the security of our financial records. To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell the information we provide to other third parties.

4. Disclosure of Information About Former Members. If you terminate your membership with Wilkes-Barre City Federal CU, we will not share information we have collected about you, except as may be permitted or required by law.

5. How We Protect Your Information. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, or procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

You can opt out by writing to us in the mail at:

40 E Market Street  
Wilkes-Barre, PA 18711

## Funds Availability Policy

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

1. **General Policy.** Our policy is to make funds from your cash and check deposits available to you no later than on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different deposit locations. The earliest cut-off time that might apply is 4:30p.m. If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the cut-off hour or on a day that we are not open, we will consider that the deposit was made on the next business day that we are open. Our cut-off hours are the close of the business and midnight for electronic services and are available at the credit union.

2. **Reservation of the Right to Hold** – In some cases, we will not make all of the funds that you deposit by check available to you on the next business day after we receive the deposit. Depending on the type of check that you deposit, funds may not be available until the 1<sup>st</sup> business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
3. **Holds on Other Funds** – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for a deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
4. **Longer Delays May Apply** – We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
  - a. We believe that a check you deposit will not be paid.
  - b. You deposit checks totaling more than \$1,500.00 on any one(1) day.
  - c. You deposit any one(1) personal check over \$1,000.00.
  - d. You deposit a check that has been returned unpaid.

a. You have overdrawn your account repeatedly in the last six(6) months.

b. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds are available. They will generally be available no later than the tenth(10<sup>th</sup>) business day after the day of your deposit.

1. **Special Rules for New Accounts** – If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the next business day after the day of the deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the tenth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the third business day after you make the deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit. Wilkes-Barre City Federal Credit Union reserves the right to hold any check it receives within the first thirty (30) days of opening your account.

2. **Deposits at Nonproprietary ATMS** – Funds from any deposits (cash and checks) made at automated teller machines (ATMS) we do not own or operate may not be available until the fifth business day after the date of your deposit.

# overdraft privilege program disclosure

This disclosure describes your and our rights, responsibilities, and obligations with regard to the Overdraft Privilege program. In this disclosure, the words “we”, “us”, or “our” mean Wilkes-Barre City Federal Credit Union (“Wilkes-Barre City Federal”) as appropriate and their successors or assigns. When we use the words, “member”, “you”, or “your” we mean each person who is eligible for the Overdraft Privilege program.

Non-sufficient funds (negative) balance may result from:

- a) The payment of checks, electronic funds transfers, or other withdrawal requests;
- b) Payments authorized by you;
- c) The return, unpaid, of items deposited by you;
- d) Our fees;
- e) The deposit of items which according to our Funds Availability Policy, are treated as not yet “available” or finally paid, sometimes called ‘uncollected funds’.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have if you maintain your account in good standing and which includes at least:

- a) continuing to make deposits consistent with your past practices;
- b) you are not in default on any of your loan obligations with us;
- c) you bring your account to a positive balance (not overdrawn) at least once every thirty (30) days; AND
- d) your account is not subject to any legal or administrative order or levy.

We will consider, without obligation on our part, approving your reasonable overdrafts as a purely discretionary overdraft “privilege” or “courtesy”. This discretionary service will generally be limited to a \$50 overdraft (negative) balance for checking accounts, and an \$300 overdraft (negative) balance for checking accounts with a recurring direct deposit (subject to approval). Any and all fees and charges, including without limitation, our non-sufficient funds/overdraft fees (as set forth in our Service Fee Disclosure) will be included in this limit and will apply to any transaction that may overdraw your account (see “Eligible Account and Transactions Types”).

We may refuse to pay an overdraft for you at any time, even if your account is in good standing and even though we may have previously paid overdrafts for you. We will notify you by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/ODP) charge(s) you owe us shall be due and payable upon demand.

If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, presenting the item creating the overdraft shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft Privilege program’s (NSF/ODP) charge(s).

## Limitations

- a) We may limit the number of accounts eligible for Overdraft Privilege to one account per household and/or one account per taxpayer ID.
- b) If you exceed twenty (20) transactions in a month for three (3) consecutive months you will be permanently withdrawn from the ODP program.

## Eligible Account Types – Checking Account

### Eligible Transaction Types

Each transaction/item initiated for payment against your checking account may be processed by us using your assigned Overdraft Privilege limit, including without limitation: checks, ACH debit transfers, Bill Payer checks and electronic transfers, recurring debit card transactions (such as your PECO bill), and one-time debit card transactions (e.g., everyday purchases).



### Optional Overdraft Protection Services

You may apply for overdraft protection from an established line of credit account and/or funds transfer from a designated share account. An established line of credit account and/or funds transfer from a designated share account will always precede the Overdraft Privilege program. If you qualify for these services, you may save money on the fee/charges you pay us for overdraft protection.

### Member Opt-In

The Federal Reserve Board issued a final rule effective July 1, 2010 to amend Regulation E (Electronic Fund Transfer Act) to provide consumers with certain protections relating to the assessment of overdraft fees. You may now choose at any time to opt into our Overdraft Privilege program for one-time debit card transactions (e.g., everyday purchases) by contacting one of our member service representatives. Your affirmative consent is effective until revoked by you as the primary member, or the joint member (if applicable), unless the credit union terminates the service.

### Member Opt-Out

You may choose at any time to opt out and not participate in our Overdraft Privilege program by notifying one of our member service representatives. You may opt out of our program for either one-time debit card transactions (e.g., everyday purchases) and/or checks, ACH withdrawals, bill payer payments and recurring debit card transactions, or both. Either the primary member or the joint member (if applicable) may opt out or revoke the overdraft privilege at any time.

### If You Need Help

Overdrafts should never be used to finance ordinary or routine expenses – and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations please contact us at 570.826.8244.

### Always a Discretionary Service

Our Overdraft Privilege program does not constitute an actual or implied agreement between you and us, nor does it constitute an actual or implied obligation of ours or by us. This service represents a purely discretionary privilege or courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time, without prior notice or reason or cause.

# rates

	IRA Share	Other Share	Minor Share
Dividend Rate & Annual Percentage Yield (APY)* *APY in Parenthesis	\$0.00 - \$49,999 .65% \$50,000 - \$99,999 .70% \$100,000 & Above .75%	.05%	.05%
Dividend Period	Quarterly (Calendar)		
Minimum Opening Deposit	\$50.00	N/A	\$5.00
Minimum Balance to Avoid Fees	N/A	N/A	N/A
Minimum Balance to Earn Stated APY	\$50.00	N/A	\$25.00
Balance Method	Daily Balance	Average Daily Balance	Average Daily Balance



		Share Draft/Checking
Dividend Rate & Annual Percentage Yield (APY)*  *APY in Parenthesis		\$0.00 - \$5000.00 1.00% \$5000.01 & Above 0.00%
Dividend Period		Quarterly (Calendar)
Minimum Opening Deposit		N/A
Minimum Balance to Avoid Fees		N/A
Minimum Balance to Earn Stated APY		N/A
Balance Method		Average Daily Balance

	Holiday Clubs	Vacation Clubs
Dividend Rate & Annual Percentage Yield (APY)*  *APY in Parenthesis	\$0.00 & Above .05%	\$0.00 & Above .05%
Dividend Period	Quarterly (Calendar)	Quarterly (Calendar)
Minimum Opening Deposit	N/A	N/A
Minimum Balance to Avoid Fees	N/A	N/A
Minimum Balance to Earn Stated APY	N/A	N/A
Balance Method	Average Daily Balance	Average Daily Balance

	Primary Shares	Money Market Shares
Dividend Rate & Annual Percentage Yield (APY)*  *APY in Parenthesis	\$0.00 - \$49,999 .05% \$50,000 - \$99,999 .10% \$100,000 & Above .15%	\$0.00 - \$49,999 .20% \$50,000 - \$99,999 .25% \$100,000 & Above .30%
Dividend Compounded	Quarterly (Calendar)	
Minimum Opening Deposit	\$5.00	
Minimum Balance to Avoid Fees	N/A	
Minimum Balance to Earn Stated APY	\$5.00	
Balance Method	Average Daily Balance	

ShareDraft/Checking/ACH

NSF OVERDRAFT, \$33  
STOP PAYMENT, \$20  
CHECK COPY, \$5  
CHECK ORDERS, VARY ON STYLE  
BILLPAYER, FREE  
CLOSE ACCOUNT, \$5  
MEMBERSHIP FEE, \$5

ACCOUNT FEES  
CORPORATE CHECK, \$2  
STATEMENT REPRINT, \$3  
STOP PAY CORPORATE CHECK, \$20  
RESEARCH FEE, \$25/HOUR  
CLOSE ACCOUNT (CLUB), \$10  
LEIN/LEVY/GARNISHMENT/WRIT, \$195  
RETURNED DEPOSIT ITEM, \$20  
RETURNED MAIL, \$3/ITEM  
WIRE FEE - OUTGOING/DOMESTIC, \$30  
WIRE FEE - OUTGOING/INTERNATIONAL, \$50  
ESCHEAT, \$195  
NOTARY, FREE (for financially related items)  
DORMANT ACCOUNT FEE, \$5/MONTH  
REG-D TRANSFER FEE, \$5

IRA ACCOUNTS  
CLOSE/TRANSFER, \$25

VISA CHECK CARDS  
REPLACEMENT FEE, \$5  
EXCESSIVE REPLACEMENT, \$10  
EMPTY ENVELOPE DEPOSIT, \$33  
NSF/OVERDRAFT, \$33

LOAN FEES  
LOAN APPLICATION FEE, \$35  
RE LOAN APPLICATION FEE, \$895  
HOME EQUITY APPLICATION FEE, \$595  
DUPLICATE TITLE FEE, \$99  
GAP PLUS, \$499  
AUTO REPO FEE, \$100  
LATE FEE, \$30/CONSUMER, \$50/REAL ESTATE  
LOAN ADJUSTMENT, \$25  
LOAN MODIFICATION, \$25  
ANNUAL ESCROW FEE, \$108

# fee schedule

# Mobile/Text Banking Agreement and Disclosure

## I. Introduction

CITYMARK Federal Credit Union endeavors to provide you with the highest quality Mobile and Text Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile and Text Banking services and features in the future. Any such added Mobile and Text Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile and Text Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile and Text Banking services we offer without notice, except as may be required by Law.

## II. Definitions

As used in this Agreement and Mobile and Text Banking services, the following words have the meanings given below:

"Account(s)" means your eligible CityMARK Federal Credit Union checking, savings, loan, certificate of deposit or safe deposit box information and other Wilkes-Barre City Federal Credit Union products that can be accessed through Mobile and Text Banking.

"Device" means 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.

"Mobile and Text Banking" means the banking services accessible from the Device you have registered with us for Mobile and Text Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile and Text Banking service.

"We," "Us," and "Credit Union" means Wilkes-Barre City Federal Credit Union.

## III. Mobile and Text Banking Service

A. Description of Service. Mobile and Text Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile and Text Banking allows you to access your CityMARK Federal CREDIT UNION account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile and Text Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking 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 through Mobile and Text Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile and Text Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. CityMark Federal Credit Union cannot guarantee

and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

**B. Use of Service.** In order to properly use Mobile and Text Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile and Text Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile and Text Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile and Text Banking as modified. You also accept responsibility for 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 the Service or your Device.

**C. Other Agreements.** You agree that, when you use Mobile and Text Banking, you remain subject to the terms and conditions of your existing agreements 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 that might impact your use of Mobile and Text Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile and Text Banking), 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.

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. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile and Text Banking.

#### IV. Permitted Mobile and Text Banking Transfers

You may use the Service to transfer funds between your eligible CityMark Federal Credit Union accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile and Text Banking. All Internal Transfers will be posted to your account immediately upon confirmation of request.

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 Mobile and Text Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile and Text Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

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.

#### V. Fees

You may be charged by your wireless carrier for data/text messages as outlined in your contract with your specific carrier. CityMark Federal Credit Union will not change any fees to access the text banking or mobile

banking application.

## VI. Your Responsibility

You represent and agree to the following by enrolling for Mobile and Text Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile and Text Banking. You represent and agree that all information you provide to us in connection with Mobile and Text Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile and Text Banking. 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 you will use to access Mobile and Text Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile and Text Banking. You agree not to leave your Device unattended while logged into Mobile and Text Banking 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 Mobile and Text Banking, 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.

We make no representation that any content or use of Mobile and Text Banking is available for use in locations outside of the United States. Accessing Mobile and Text Banking from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use Mobile and Text Banking or the content or information delivered through Mobile and Text Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile and Text Banking to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile and Text Banking; (i) interfere with or disrupt the use of Mobile and Text Banking by any other user; or (j) use Mobile and Text Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile and Text Banking or resell, lease, rent or distribute access to Mobile and Text Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CityMark 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 misappropriation 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 Mobile and Text Banking.

# COURTESY PAY

Courtesy Pay is a service that allows the Credit Union to pay an item presented against your checking account even if it causes the account to become overdrawn. Courtesy Pay may provide certain account holders in good standing with the ability to overdraw their checking account. ou can avoid courtesay pay fees by linking your checking account to your savings account to automatically transfer negative balances/transactions.

## What is opt-in?

Opt-in is when you tell us you want to participate in the courtesy pay service we offer our members. In regards to Courtesy Pay, checking accounts are automatically opted-in for checks, ACH, and Online Bill Pay, but action is required by the member to opt-in to Courtesy Pay for “everyday” debit card transactions and ATM withdrawals.

## Why must I opt-in to Courtesy Pay?

Due to recent regulatory changes you must now opt-in to allow the payment of everyday debit card (these are debit card transactions you initiate when purchasing from a merchant) and ATM transactions in cases where such payment will result in your account being overdrawn. If you wish to authorize the credit union to pay such transactions, you must tell us you want to opt-in. If you do not opt-in, the credit union will deny your transaction when you use your debit card for payment and/or ATM transactions if you do not have sufficient funds to cover the transaction.

## How Do I Opt In?

You can opt in by filling out the form below and mailing or faxing to us at 570.825.4950

## Courtesy Pay Opt In

I/We wish to participate in the Overdraft Privilege program offered by CityMark,, including approval and payment of ATM and Point-of-Sale transactions up to a designated Overdraft Privilege limit. I/We understand that I/we will not have the Overdraft Privilege on the account until I/we receive written confirmation that it has been added to the account.

I/We understand that, for each insufficient transaction, the account will be assessed an overdraft or NSF fee of \$33.00. If an overdraft is created the next deposit will be utilized to bring the account back into a positive balance position. I/ We understand that an account must be brought to a positive balance within 30 days or the Overdraft Privilege will be removed from the account. I/We understand that items may not be paid in the order in which they were written and the order in which they clear may result in overdrafts on the account. The items will not be paid or approved if the assigned Overdraft Limit has been exceeded, or if other accounts at CityMark are not in good standing. By completing your opt-in , you consent to CityMark enrolling you in their Courtesy Pay Program.

You may opt-out of the Courtesy Pay in its entirety at anytime in writing. If you choose to do so you may be subject to insufficient funds fees assessed by the credit union and merchants. CityMark, reserves the right to revoke Courtesy Pay privileges at anytime without prior notifications and to deny the payment of any transaction.

Name: \_\_\_\_\_

Account #: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_