

REV Federal Credit Union

Membership Account Agreement and Disclosures

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IMPORTANT NOTICES

Notice to Members: The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read the Agreement to ensure you understand the pledge of shares to the Credit Union. All owners of joint accounts pledge 100% of all shares to secure both individual and joint debts and obligations. Also, understand when services may be suspended or terminated.

Cellular Phone Contact Policy: By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

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

INTRODUCTION

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §15-48-10 ET. AL., AND THE FEDERAL ARBITRATION ACT §9 USC 1 ET SEQ..

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

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Booklet is to: (1)

1. Summarize the rules applicable to common Transactions;
2. Establish rules to govern Transactions not regulated by state or federal law;
3. Establish variations that will apply to certain rules, events or Transactions as permitted by applicable law; and
4. Provide you with certain disclosures and information regarding our policies as required by law.

By signing an Account Card, Membership Account and Services Application (Membership Application) or your use or continued use of any account or account services after receiving this Booklet, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Booklet, and the Schedule, as amended from time to time.

PLEASE ALSO NOTE THAT THE TERMS OF THIS AGREEMENT AND THE RATE AND FEE SCHEDULE MAY CHANGE FROM TIME TO TIME AS PROVIDED FOR IN THIS AGREEMENT AND APPLICABLE LAWS.

**MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS**

1. Terms, Conditions and Limitations of Your Relationship with the Credit Union:

The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Otherwise, to the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) MasterCard Bylaws, MasterCard Operating Regulations, MasterCard Certificate of Incorporation, MasterCard International Bylaws, and MasterCard International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules (iii) the Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity that claims trademark, copyright or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer; or in using such name in any other manner authorized by our agreements or applicable laws.

a. Personal / Commercial: You agree that all accounts and services will be for personal, family and household purposes. If we in our discretion ascertain other use such as commercial we may require the account(s)/services(s) be closed or converted to business account.

b. Disabilities: We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

2. General Definitions / Requirements:

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

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

Use of Biometrics/Fingerprints: The Credit Union or various apps you may choose to use may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any new technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.

Important Notice on Biometrics: When you enable biometric access, every person with an enrolled fingerprint for your accounts, services or device will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expands the number of persons who have access to your account regardless of the signers listed on your account agreement with us. THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY.

Touch ID is a simple, secure way for you to access your account via our Mobile Banking App on Apple iOS devices by using built-in, fingerprint-sensor technology. Our Mobil Banking App provider has leveraged this technology to facilitate the end-user login process to your Mobile Banking Apps in lieu of traditional login credentials. The Credit Union never receives or sees your fingerprint information. It is important to know that the Mobile Banking App cannot discern between the fingerprints of individuals who are enrolled on the device. Our Mobile Banking App provider is only informed whether or not the fingerprint is valid, which means that it was successfully added to the device's fingerprint repository, and not whether that fingerprint belongs to the owner of a certain username. You will also be informed of this limitation directly within the Mobile Banking App. The security model is based on the assumption that the device's owner trusts all individuals who access their device through Touch ID. Please see the Apple's Privacy agreement and iOS security guides for more information.

b. "Actual Balances and Available Balances" How do we determine your account's available balance: Your Actual Balance is the total amount of money in your account. The Actual Balance does not take into account outstanding transactions authorized by the accountholder. The Actual Balance may not always depict an accurate display of what you may spend without overdrawing your account.

The Available Balance is the total amount of funds in your account less holds placed on deposits and less holds on debit card authorizations not yet presented for payment. While an Available Balance shows as immediately available for use, it may not always depict an accurate display of what you may spend without overdrawing your account. For example: You have an Actual Balance of \$75 and an Available Balance of \$75. You then swipe your debit card at the grocery store; an authorization for your purchase is given for \$25. The \$25 transaction is now on hold. Since we are obligated to pay the merchant, even if your checking account is negative at the time the transaction is presented to us by the merchant, we will reduce your available balance by the amount of the authorization which is \$25. Your Actual Balance would still be \$75 because this transaction has not yet posted, but your

Available Balance would be \$50 because you have authorized a \$25 payment to the grocer. When the merchant submits the request for payment, your Actual Balance will be reduced by the amount of the posted transaction and both your current and available balance will be \$50, provided additional charges have not been made. If you exceed the Available Balance (even though the Actual Balance may be greater), you may overdraw your account since transactions ARE posted against the Available Balance. This may result in Insufficient Funds transactions; Courtesy Pay fees; Returned Items and Fees; and Overdraft Protection Fees as a result of exceeding your Available Balance. To know the Available Balance, you may verify your list of outstanding transactions by calling the Credit Union's local contact center. It is important to understand the order in which your transactions are paid as explained in Transactions from Your Account(s) to avoid making transactions that exceed your Available Balance.

We use your Available Balance to determine when your account is overdrawn prior to assessing Non-sufficient fees or Courtesy Pay Fees, if you are opted into the EODP Program. The following is an example: Your Actual Balance and Available Balance are both \$100. You use your debit card for a \$70 purchase, the merchant requests an authorization, and a hold is placed on the \$70. Your Available Balance is now \$30. Your Actual Balance still shows as \$100. Before the merchant sends the transaction to us for payment, a \$35 check you wrote clears your checking account. Because you only have \$30 available when the check is presented, your account will be overdrawn by \$5, even though your Actual Balance shows \$100. In this case, we may pay the \$35 check, but you will be charged a Courtesy Pay fee, even though your Actual Balance exceeds the amount of the transaction. The fee will be deducted from your account, further reducing your Available Balance. When the merchant requests payment for the \$70 debit card transaction, your Available Balance no longer has sufficient funds to cover it. Assuming you have opted-in to the program, this will result in a Courtesy Pay fee for the \$70 transaction even though your Available Balance was sufficient at the time the authorization for the transaction was approved.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our Funds Availability Policy.

In addition, your Available Balance may not reflect all of your pending debit card transactions. For example, if a merchant obtains an authorization but does not submit the debit card transaction for payment within three (3) business days after the authorization is given, we may increase your Available Balance by the amount of that authorization. This means your Available Balance will no longer reflect the pending transaction until the transaction has been received by us and posted to your account. Although clearing times for debit card transactions may range from 0-5 days, merchants choose the system by which they process their transactions and how frequently they do so (often a decision based on the lowest cost to them). The Credit Union has no control over how and when transactions are presented to us to be paid.

Even though we may increase your Available Balance when a merchant does not submit the transaction for payment within 3 business days, the obligation to the merchant still applies. The time period for authorizations may be different for certain types of merchants.

NOTE: Holds placed on your account balance for pending debit card/electronic transactions, including gasoline, hotels, car rentals, etc., may reduce your available balance for an amount that may vary from the actual purchase amount, which may or may not be presented for payment. These same holds also reduce the available funds for subsequent purchases. Failing to account for outstanding items may cause your account to become overdrawn and fees assessed. Why is this Important to You? The order in which items are paid is important if there are not enough available funds in your account to pay all of the items presented for payment. Our payment policy may cause your larger, more important items, (such as your rent or mortgage payment), to not be paid first, but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The Credit Union does not have to notify you prior to paying an item, regardless of the availability of funds. We encourage you to keep careful records of all transactions (debits & credits) and practice good account management. This will help you avoid writing checks or share drafts without sufficient available funds and incurring overdraft fees.

- c. **"Authorized User" and "Authorized Use"** means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has any access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered, but may not close any account(s) or terminate any services without the owners specific written consent. "Check" means an acceptable written "instrument" on your account(s), and includes the term "share draft."
- d. **"Instrument"** means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.
- e. **"Owner"** means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically designated as such in a completed and signed Membership Application Card.
- f. **"Shares"** for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, "share(s)" mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

- g. **“Transaction or transactions” and “Item or Items”** means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union. A single transaction can be subject to multiple fees based on factors beyond our control. For instance, when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined (such as for insufficient funds). There is no way the Credit Union can identify such actions by the merchant you authorized. All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g. to request one hundred dollars you will use: “\$100” “\$100.00” or the English equivalent: “One Hundred Dollars.”). We are not obligated to follow any other instructions.
- h. **“Automated Teller Machine and Interactive Teller Machine” or “ATM/ITM”** shall mean an electronic terminal that performs certain financial functions, including but not limited to: dispensing cash, accepting deposits and loan payments, making transfers between accounts, and giving account balances.

3. Compliance with Laws and Inappropriate Transactions or Account Relationship:

You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.

- a. **Restrictions on Accounts.** The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to “Money Service Businesses”, “Internet Gambling Businesses” and “Cannabis Businesses”, or other businesses that we determine violate the limitations in this Section. By way of illustration: “Cannabis Businesses” are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.
- b. **Limitations on Account and Services for Members who Reside in Non-US Countries or Territories:** The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union’s best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.

4. Taxpayer Identification Numbers (TIN) and Certification and Identification:

Pursuant to the Membership Application Card used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

5. Credit Union’s Right to Investigate:

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

6. Membership-Account Eligibility, Credit Reports, Other Credit Union Services and Social Media:

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

- a. **Privacy and Confidentiality:** Every person on the Credit Union’s premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union’s prior express permission. Violation of this

provision shall be grounds for enforcement of all options under section 24 of this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.

- b. **Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation:** It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to so report is completely voluntary and imposes no obligations on the Credit Union.

7. Deposits to Your Account(s) and Instruments Paid/Cashed:

Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us. Should we accept a deposit from you by any electronically created item (example includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not.

- a. **Endorsements:** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You authorize us to supply missing endorsements of any owners. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.
- b. **Substitute Checks:** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
- c. **E-Checks:** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.
- d. **Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Membership Application Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentment), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts, but are Insufficient Funds Items ("NSFs") that you must pay to us if we incur any loss in seeking to collect such items for you.
- e. **Direct Deposits:** You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option.
 - a. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.
- f. **Multiple Payees:** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).
- g. **Final Payment:** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

8. Transactions from Your Account(s):

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

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

generally paid at the time they are performed. **Why this is Important to You:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere in this Agreement. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees. **Third Parties:** You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with “code” transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you. “Multiple presentments”: Any item or transaction can be presented for payment multiple times, which is beyond the control of the Credit Union. Each presentment will be charged a separate overdraft fee even though it may be for a repeat presentment.

- b. **Restrictions on Withdrawals from All Accounts / Transactions:** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements. In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union’s sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the Member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the Member’s possession of any large sums of cash from the moment possession of same is made available to the Member; and Member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.
- a. **Closing Accounts:** When either you or the Credit Union close any account(s) certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10-days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.
- c. **Transaction Limitations: For All Share Savings and Money Market Accounts:** Pursuant to Federal Regulation D, during any calendar month you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Schedule. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, and your account may be closed. If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us.
- d. **Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain transactions you make we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant may obtain authorization for up to three (3) times the total estimated amount of the transaction amount. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit/check card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).
- e. **Term Share Certificates:** Any term share certificate, certificate or share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, the Schedule, and any account receipt or certificate, which are incorporated herein by reference.
- f. **Checking (Share Draft) Accounts:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account as set forth in section 8.a, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

- g. **Credit Union Approved Check Vendor and Use of Wash Preventive Ink:** The Credit Union approves the vendor for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).
- h. **Non-Member Check Cashing:** You agree that we may impose a fee as set forth in the Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our discretion, limit the locations at which we will cash checks written on your Account payable to non-Credit Union account holders (A request that Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement.) Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.
- i. **Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to the address of record.
- j. **Check 21:** Check processing is getting faster as financial institutions begin to process checks "electronically." We are required by law to provide the notice in the following section ("Substitute Checks and Your Rights"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

- a. **Substitute Checks and Your Rights:** What is a substitute check? To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

- b. **How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at the Phone Number set forth in the Rate and Fee Schedule or write to us at Address in the Rate and Fee Schedule. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:
1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
 2. an estimate of the amount of your loss;
 3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
 4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.
- k. **Stop Payment Orders:**
- a. **Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. You will be charged for each stop payment order given. Refer to the Fee Schedule for current fees. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order, and you state the member/account number, date and check number and its exact amount. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign an unauthorized transfer statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check or draft to us, and to assist us in legal action taken against the person. Note: We have no obligation to accept any order to stop payment on an official check guaranteed by us.

- b. **Duration of Order.** A stop payment order for an indefinite period of time. You acknowledge and agree that an indefinite stop payment order may affect future transactions, and agree to be fully and solely responsible and liable for any such stop payment order that you order. For instance, if you use your checks through Check Number 9999, you may re-order checks that start over at the number of the first item you drafted. Thus, you may have written Check Number 101 on which you placed a stop payment order ten years previous. When you re-order new checks after using them through Number 9999, the series starts over and in the tenth year of your account the indefinite stop payment order will also apply to the old check number 101 as well as the new check also numbered 101 that is written this year. It is solely your obligation to release the stop payment order or to take steps not to re-use a check number or other transaction data that is the subject of any stop payment order in order to avoid application of your stop payment order to all checks that bear the same number as described herein, or other transaction types that may be subject to such a stop payment order.
- c. **Liability.** You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your 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 joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

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

- l. **Postdated and Stale Dated Drafts:** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Schedule. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.
- m. **International ACH Transactions.** You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the forgoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide Account holder such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

Right to Reject, Delay, or Suspend: We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States of America or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC);
- Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other requirement of our applicable policies, procedures or practices; or
- We reasonably decline to honor for your or our protection.

You agree that any such action allowed above is permissible under the terms of this Agreement and all laws and regulations applicable to the availability of funds held in deposit accounts and otherwise.

- n. **Copies of Documents:** We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the section titled "Check 21" above. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS herein or in your Mobile or Remote Deposit Capture Agreements.). You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Rate and Fee Schedule may also apply.

9. **Account Rates and Fees:** Fees applicable to all accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.
10. **Authorized Signature:** We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, you agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric; we shall not be liable for honoring any transaction or instrument that appears to bear your stamp/facsimile or electronic signature, even if made by an unauthorized person. You are solely responsible to ensure that you maintain the security and possession of any stamp or other facsimile signature.

11. Account Access:

- a. **Authorized User(s).** All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions.
- b. **Access to Account Information.** You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.
- c. **Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinancing, sales, trades, transfers, exchange or Transactions Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential "pay-offs". This may include account numbers and information necessary to process payments.
- d. **Access to Third Parties.** When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.
- e. **Third Parties:** To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

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

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

- 13. Uniform Gifts to Minors Act and/or Uniform Transfer to Minor Act ("UGMA/UTMA"):** All grantors, custodians and beneficiaries agree to the terms of this paragraph. If you have signed an account as custodian for a beneficiary under an applicable UGMA and/or UTMA, your rights and duties are governed by that Act. However, since the 50-states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; and you wish to direct when distribution may be made, you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by us as this is the intent of the party establishing this account.
- 14. Accounts for Minors:** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility.
- 15. Representative Payee Accounts:** The representative payee agrees to be bound by the terms of the Account Agreements and to furnish us, upon request, a copy of the written SSA authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate. In opening a representative payee account, the Credit Union acts only as a depository for the Beneficiary's SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative payee. The representative payee agrees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the representative payee.
- 16. Club Accounts:** The Credit Union may offer club plan account(s) to help you save for Christmas, vacations or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance into your account by depositing the balance into any account designated by you, or by such other means set forth in the Schedule. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during a period, we may require you to pay a withdrawal fee as outlined in the Schedule.
- 17. Payable on Death Designations:** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Membership Application Card and pursuant to applicable laws; unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then we will make a check payable to the named beneficiary and deliver it to the person who presents themselves to be the parent or legal guardian

of such beneficiary or as otherwise allowed by applicable law; and upon such payment you agree that we are released from any and all claims and obligations and shall be indemnified per the provisions of Section 35 below. Payable on Death accounts are "without rights of survivorship;" meaning that if all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. It is further agreed that upon the vesting of any interest in any rights of a POD beneficiary all sums payable shall be subject to any right of set-off between us and the POD beneficiary.

- 18. Powers of Attorney:** You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make Transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and Transactions.

You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of Transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it.

We within our discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s).

You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.

- 19. Overdraft Protection:** This is an optional service you can add to your checking account by linking eligible: share accounts and lines of credits. We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. An Overdraft Protection Transfer and/or Advance Fee will be assessed any time a transfer/advance is made to pay your transactions.

What is your responsibility if your account has an overdraft? If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance. If you fail to bring your checking account to a positive balance, we will close your account. Also, we may report you to consumer reporting agencies and initiate collection efforts.

General Terms: You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including but not limited to deposits of funds representing the payment of Social Security, Veterans benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

- 20. Statements:** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Membership Application Card.

If provided electronically, statements will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

- a. **Your duty to examine and report problems:** As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account.

Because you are in the best position to discover any problem, you agree that it is your duty to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

1. You do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. Results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
3. As otherwise provided by law or regulation. You agree that this 30-day period to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested

documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

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

- 21. Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. In the absence of such notice, any mail, disclosure or notice to you at any: address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new address; the Credit Union may, at its discretion, charge a set as set forth in the Schedule, and/or discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.
- 22. Inactive or Dormant Accounts:** If your account falls below any applicable minimum balance or you have not made any transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for the period set for in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Rate and Fee Schedule for processing your dormant account ("Abandoned Property / Dormancy Processing Fee"). Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.
- 23. Telephone Requests; Recording Data/Communications and Consent to Communications from the Credit Union.** You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications with us or our affiliates may be monitored and recorded. When you access any services we offer/provide including online and mobile banking to conduct transactions, the information you enter may also be recorded. By using any services you consent to such recording. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.
- 24. Termination or Restriction of Account(s) and Service(s) and Standards of Conduct and Behavior:** The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.
- You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service including any rewards program for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if:
1. There is a request to change the owners or authorized users;
 2. There is a fraud/forgery or unauthorized use committed or reported;
 3. There is a dispute as to ownership of any account or sum on deposit;
 4. There are any share drafts that are lost or stolen;
 5. There are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof;
 6. There is any misrepresentation regarding any account(s) or service(s);
 7. The Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us;
 8. You falsely submit any affidavit or other form claiming fraud or loss from a transaction that is determined to be legitimate.
 9. If we believe you have been negligent in protecting any access devices or codes;
 10. We deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees;
 11. You breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements;
 12. If bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us;
 13. You refuse or fail to cooperate as provided in this Agreement;
 14. You have an account that does not maintain a required par value for a membership account or any balance as to all other accounts;
 15. You violate any Credit Union policy, procedure or standard or any law, regulation or rule;
 16. If you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure;

17. Making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization;
18. Misappropriating Credit Union funds, property, or other material proprietary to the Credit Union;
19. Deliberately or repeatedly violating security procedures or safety rules;
20. Possessing, using, or being under the influence of illicit drugs on Credit Union premises;
21. If any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements;
22. Using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program.

Notice on Actions We may Take Upon Termination as Set Forth Above. We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

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

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

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

25. **Statutory and Consensual Liens on Shares:** By signing a Membership Application Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts.
26. **Right of Set Off:** You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.
27. **Status Quo – Collateral Preservation:** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.
28. **Information About Your Accounts and About You:** We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us. **Surrender of Ownership or other status:** You understand and agree that voluntary surrender or other legal termination of ownership, rights or other status with regard to any account(s) shall terminate all relationships and contractual terms between you and the Credit Union. This will include, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.
29. **Right to Refuse Instructions/Orders:** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not in the best interest of the Credit Union.
30. **Electronic Records:** You acknowledge and agree that we may in our discretion store all records electronically; and that we may not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We may routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.
31. **"E-Mail" and Facsimile Communications:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, should you undertake to communicate with us via general email, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-

mail address in your Membership Application Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for notices, statements or other information provided by us at any time. The Credit Union may not immediately receive e-mail communications that you send. Although we may use general email as provided herein, we reserve the right to require any notices from you be submitted to us in writing; and we may refuse to send certain information through unsecured e-mail communications.

- 32. Third Party Documents:** From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.
- 33. Governing Law:** This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state South Carolina where your account is located. If you are not sure where your account is located please contact us. Generally, your account is located in the State of the Credit Union's principle office, which is South Carolina. We reserve the right to transfer your account to another location in another state. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted above. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.
- 34. Amendments and Changes:** Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient.
- 35. Liability; Disputes and Costs and/or Fees**

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

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

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

You agree that you are responsible for the actions and/or transaction activity of any third persons you appoint or authorize including but not limited to attorneys in fact; representative payees; and custodians for any and all obligations relating or arising from activity on your accounts; and you agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by persons you appoint or authorize to transact business on your behalf.

Disputes: If there is a dispute between any person(s) and/or private or government organization over an account(s), or we are uncertain who is entitled to access an account or the funds in an account ("disputes"), you agree that we may hold the funds in the account and may not release the funds in the account until all persons or organizations that may claim an interest in the accounts/funds agree in writing that meets our requirements addressing what should be done with the accounts and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and us to ensure that only persons who or organizations that are entitled to access the account and/or the funds in the account obtains access thereto. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account(s) or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

Costs, Expenses and Attorneys' Fees for All Accounts/Services: All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur:

1. If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union;

2. If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise;
3. If we incur any expense as a result of any dispute, adverse or inconsistent claims;
4. If we bring any action contemplated in this Agreement;
5. If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or
6. If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us.

If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise.

Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

RESOLVING CLAIMS

If you and the Credit Union are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this Resolving Claims Section. This is a dispute resolution provision. Please read it carefully.

ARBITRATION: This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this "ARBITRATION" sub-section shall be rendered null and void in its entirety, but the remaining terms of this Resolving Claims section shall remain in full force and effect – See "Rules of Interpretation" below.

Arbitration Rules: In the event of a dispute relating to or arising out of your account, this Agreement, any loan agreements or any other services you may have with us now or at any time in the future - you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

THE FOLLOWING SECTIONS APPLY ONLY TO THE EXTENT THERE IS AN EXPRESSLY APPLICABLE LAW OR JUDICIAL RULING THAT EXPRESSLY PREVENTS USE OF ARBITRATION AS THE METHOD OF DISPUTE RESOLUTION; OR IN ANY CASE WHERE A NON-ARBITRATION PROCESS IS USED AS THE METHOD OF DISPUTE RESOLUTION BY THE AGREEMENT OF THE PARTIES, OR WHERE ARBITRATION IS EXPRESSLY EXCLUDED FROM ARBITRATION PURSUANT TO THE JURISDICTION LIMITS STATED ABOVE.

What does "Claim" Mean?

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort or otherwise and whether for money damages, penalties or declaratory or equitable relief) by either you or the Credit Union against the other; or against any employee, agent or volunteer of the other, arising from or relating in any way to this Agreement or any Agreements to which the Membership Account Agreement & Disclosures apply, in any manner (including any renewals, extensions or modifications) or any relationships between us.

How Claims will be Resolved

If either party does not elect Arbitration as provided for above; or if Arbitration is deemed invalid or unenforceable, then the parties agree that the following terms and conditions shall apply:

JURY TRIAL AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

AS PERMITTED BY LAW YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH AGREE THAT WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS ACTION; OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER.

You and we both agree that all Claims will be resolved in court by a judge without a jury trial, as permitted by law. However, if permitted by law, then instead of a trial by judge without a jury trial, any claim(s) will be sent to a judicial reference to be heard by a neutral individual (commonly referred to a "referee") which remains in the court system subject to the same rules of procedure, discovery, evidence and appeal. The judicial referee will generally be an active or retired judge or attorney with 10 or more years of experience, chosen by mutual agreement between you and the Credit Union. If we are unable to agree on a judicial referee, then the referee will be appointed according to the procedure for appointment under applicable law.

The judicial referee, sitting alone without a jury, will decide questions of law and fact; and will resolve the Claim. This includes the applicability of the Resolving Claims Section and the validity of the Membership Account Agreement & Disclosures.

Judicial reference will be governed by applicable laws of the state having jurisdiction of any Claim. If permitted by law the referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pretrial or trial proceedings in court, including but not limited to motions for summary judgement or summary adjudication. The decision that results from the decision of the referee will be entered as a judgment in the court that appointed the referee. You and the Credit Union both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

Limitation and Non-Severability: Regardless of any other provision of this Resolving Claims Section, you and we both agree that the validity and effect of the jury trial and class action waiver may be determined only by a court or judicial referee as provided herein. You and we both have the right to appeal any limitation or invalidation of these waivers.

Rules of Interpretation: Except as provided in the Limitation and Non-Severability clause above, if any portion of this Resolving Claims Section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this Section or any other part of this Agreement. If there is any conflict or inconsistency between this Resolving Claims Section and the other terms of this Agreement or any other applicable agreements, this Resolving Claims Section shall govern. If there is any conflict between this Resolving Claims Section and any other dispute provisions (whether it be for reference or any other form of dispute resolution), this Resolving Claims Section will prevail form Claims arising out of or relating to this Membership Account Agreement & Disclosures or other agreements or transactions referred to herein or contemplate by this Membership Account Agreement & Disclosures.

Jurisdiction and Venue: Any action or proceeding regarding your account or this Membership Account Agreement & Disclosures must be brought in the state where the Credit Union maintains your account. You submit to the personal jurisdiction of that state. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement. Please refer to Section 33 above.

ELECTRONIC FUNDS TRANSFERS & ELECTRONIC SERVICE AGREEMENT AND DISCLOSURES

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking or other services we will provide you the applicable agreements that govern the use of those services ("Online Services"). You agree that these terms shall apply to these other services except where those other agreements expressly provide other or contrary terms.

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Contact the Credit Union - In Case of Errors or Questions Regarding Electronic Transfers: If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please contact the Credit Union as soon as you can:

- Telephone us at 800-845-5550 or 843-832-2600 during normal business hours; and/or
- Write to us at:
REV Federal Credit Union
PO Box 118000
Charleston, SC 29423.

We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and include to the extent possible, the type, date and explain as clearly as you can why you believe it is 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 business days, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten business days (20 business days if the transfer involved a new account) after we hear from you and will correct the error promptly after determining that an error occurred. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten business days of receiving the error notice, and will inform you, within two business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten business days, we may not credit your account. We will correct the error, if any, within 1 business day after determining that an error occurred. We will tell you the results within 3 business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

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

For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or REV FCU MasterCard® Credit Card Agreement for a description of your rights.

Types of Transactions: The following are types of Electronic Funds Transactions that you can accomplish with us now or in the future (assuming you make arrangements to do so). Please note that not all of these transactions may apply to your account:

- Automated Teller Machine (ATM) Transfers
- Interactive Teller Machine (ITM) Transfers
- Point-of-Sales (POS) Transfers
- Telephone Transfers conducted through the Automated VoiceLine Service, Text Message, or our local Contact Center
- Debit Card Transactions that result in the transfer of funds whether or not the transaction(s) were initiated through an electronic terminal.
- Automated Clearing House (ACH) transactions initiated for Direct Deposits or Withdrawals of Funds
- Transfers conducted via our Online & Mobile Banking Platform by using the following services.
 - Bill Payment Service - used to initiate payments unless the payments were made solely by check, draft, or similar paper instruments.
 - Money Movement Services:
 - External Transfer Service
 - Popmoney® Service – a Peer-to-Peer (P2P) Service
 - Loan Pay Service

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. A merchant may present an EFT/ACH transaction item multiple times when a member does not have sufficient funds and each separate presentment will result in an NSF/overdraft protection charge when funds are not available.

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

Fedwire (formerly known as the Federal Reserve Wire Network) and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fedwire. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

Telephone Transactions. If we approve the Automated VoiceLine service (audio response) access for your accounts, you may access your accounts 24 hours a day through VoiceLine with an access code by calling 843-832-2700 or 1-800-845-5550 from a touch tone phone. You must use your Access Device and account number to access your accounts. Telephone services are provided by our local Contact Center Agents during business hours. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Contact Center or other applicable departments may monitor calls randomly. You may use the Automated VoiceLine Service to:

- Transfer funds to or from your savings or checking accounts or other shares that are eligible for transfers.
- Make loan payments to your REV loan by transferring funds from your savings or checking accounts or other shares that are eligible for transfers.
- Make loan advances from your eligible REV loan by depositing the funds via a transfer into your savings or checking accounts or other shares that are eligible for transfers. Loan advances from your credit card are subject to the "Cash Advance Fee" listed on your credit card disclosures.
- Request an Official Check be sent to you from checking or savings account. You may also request an Official Check be sent to you by advancing the funds from an eligible REV loan. Please note that all Official Check will be mailed to the primary account owner's mailing address on file.
- Obtain information about account balance of checking, savings, loan, and share accounts. Also obtain the last ten deposits to checking, savings, and share accounts.
- Change your access code.

Online & Mobile Banking Platform Transactions. If we approve Online & Mobile Banking service(s) for your accounts, you may access your accounts through a personal computer or compatible mobile devices. You must use your User ID and password to access your accounts. You may use the Online & Mobile Banking Platform to:

- Transfer funds to or from your savings or checking accounts or other shares that are eligible for transfers.
- Transfer funds from your savings or checking accounts or other shares that are eligible for transfers to another REV member's account.
- Make loan payments to your REV loan by transferring funds from your savings or checking accounts or other shares that are eligible for transfers.
- Make loan advances from your eligible REV loan by depositing the funds via a transfer into your savings or checking accounts or other shares that are eligible for transfers. Loan advances from your credit card are subject to the "Cash Advance Fee" listed on your credit card disclosures.
- Use the following Money Movement Services (if approved):
 - External Transfer Service - allows you to electronically transfer funds to or from your eligible REV accounts and other accounts held by you at other external U.S. financial institutions, assuming that the transfer is permitted by relevant financial institution and by law.
 - Popmoney® Service – a Peer-to-Per (P2P) service that allows you to electronically send money to other people in U.S. dollars via their email address, mobile phone number or directly to their Account held at other U.S. financial institutions or to receive money from other people from a U.S. financial institution and in U.S. dollars.
 - Loan Pay Service - allows you to make payments to your eligible REV loan by using a checking account or debit card at an external financial institution.
- Deposit Checks using the (Mobile) Remote Deposit Capture Service via a compatible mobile device.
- Use the SMS Text Message Banking service from your registered mobile phone to send a text command to short code 454545 to get banking information or transfer funds. The following text commands are available:
 - BAL — Current and available balances for a primary account you designate
 - LAST — The last five transactions in your primary account
 - BAL ALL — Current balances for all the accounts you have with us
 - TRANS — Transfer funds to your primary account
 - STOP — Cancel the Text Message Banking service
- Change your password
- Use the Online Bill Payment Service (if approved) to pay recurring bills through Online/Mobile Banking Bill Payment Services. Payments may only be made from checking accounts. Please note that some vendors will not accept payments made through online bill payer systems. If you select a vendor that will not accept payment, you may not receive notice that the vendor will not accept your payment. Bill payment functions include but are not limited to the following:
 - View pending payments.
 - View payment history.
 - Payee maintenance (e.g., change vendor name and address).
 - Add one vendor payment or add multiple vendor payments at one time used to initiate payments unless the payments were made solely by check, draft, or similar paper instruments.

Timing of Payments. The Credit Union processes payments through a third party vendor and is not responsible for the timing of payments. Please allow sufficient time for your payment to reach the vendor. Mailed payments take longer than those sent electronically. The vendor determines which type of payment it will receive. The Credit Union is not responsible for late payments. We are only responsible in the event we fail to complete a payment in accordance with your correct instructions.

Sufficient Funds. You agree to have sufficient funds available in your account to cover the payment. Refer to the Overdraft and Overdraft Protection Plan section.

Liability. The Credit Union's liability is stated in a separate section of this document - below, "Liability for Failure to Make a Transaction". In no case will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner. This is in addition to any other provisions in this agreement that address the Credit Union's liability. The Credit Union has no liability to you whatsoever for any transaction using an access device we: (1) have not issued; or (2) issued by another party with whom we have no written agreement.

Account Access via your MasterCard Debit Card: If approved, you may use your **REV** MasterCard® Debit Card (Debit Card/Access Device) to conduct transactions at Automated Teller Machines (ATMs), Interactive Teller Machines (ITMs), and make point-of sale (POS) transactions to purchase goods and services from participating merchants. You may also receive cash back on transactions at participating merchants. If you wish to pay for goods or services over the internet, telephone, and mail. You may be required to provide card number and security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft (checking) account. For one-time debit card transactions, you must consent to Reg E and have not opted out of the Credit Union's Enhanced Overdraft Privilege (EODP) plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for Reg E and the Fee Schedule.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount with a fee as disclosed in our Rate Schedule or treat the transaction as a request to transfer funds from other deposit accounts or an approved overdraft line of credit 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 fees charged to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

At the present time, you may use your Debit Card and Personal Identification Number (PIN) to access your checking, savings, and/or line of credit accounts (if linked to your card) to perform the following transactions at Credit Union ATMs and/or Credit Union participating network foreign ATMs. Please note that some of the transactions listed below may not be available at all ATMs.

- Make cash withdrawals from your checking or savings accounts.
- Get cash advances from your line of credit account.
- Deposit cash and/or checks to checking and savings accounts.
- Transfer funds between your account(s) that are linked to your card.
- Check the current balance of your checking, savings, and line of credit accounts that are linked to your card.
- At foreign ATMs you can get balance information and make cash withdrawals from your account(s), depending on how your account is set up. Foreign ATMs are machines we do not own that allow access via the networks indicated on the back of your debit card which may change from time to time. Please refer to the Fee Schedule regarding any applicable fees related to using a foreign ATM.

Security: For security reasons, there are limitations on the transactions that you may perform with your Credit Union Debit Card per day. There may be limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances you may perform during each 24-hour period beginning at 12:00am Eastern Time. Our standard transaction limits are listed below. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you.

- You may withdraw cash up to a maximum of \$1,050.00 in any one day from an ATM. The Kasasa Tunes accounts have a maximum cash withdrawal limit of \$250.00 in any one day from an ATM. The Teen Choice accounts have a maximum cash withdrawal limit of \$500.00 in any one day from an ATM.
- You may not exceed \$2,500.00 in signature-based and/or POS transactions in any one day. Kasasa Tunes and Teen Choice accounts may not exceed \$500.00 in signature-based and/or POS transactions in any one day.

Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Authorizations: When you use your Debit Card for payment, the merchant requests the Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged a Courtesy Pay Fee. For more information on Available Balance please review "Actual Balances and Available Balances" section of your General Terms and Conditions above in this Agreement. Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it

Using Your Card for International Transactions: You may use your Debit Card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to the Fee Schedule for fee information. We may block transactions in certain foreign countries. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. Credit Union does not control how these merchants, ATMs and transactions are classified for this purpose.

If you effect a transaction with your debit card in a currency other than US Dollars, MasterCard® will convert the charge into a US Dollar amount. The MasterCard® currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by

MasterCard®. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard® charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard® charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard® Debit Switch in which the country of the merchant is different than the country of the cardholder. If you need to contact us about your card while outside of the United States, call us at the numbers listed above or printed on the back of your debit card.

Special Rules for Provisional Credit for Debit Card Transactions. If you believe a Debit Card Transaction was unauthorized, we will recredit your account within five (5) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

Preauthorized Credits. You may arrange for certain direct deposits to be accepted into your Credit Union share savings, Money Market, or checking account(s).

Preauthorized Payments. You can arrange to pay certain recurring bills from your checking or savings account(s).

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Write us at the address listed in the "Contact the Credit Union" section in time for us to receive your request, 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. See the Fee Schedule for applicable charges. We are not obligated to honor a stop payment request that does not contain accurate information and/or is not provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item.

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

Liability for failure to stop payment: If you order us to stop one of these preauthorized payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Electronic Check Conversion (ECK) transaction. An ECK occurs when a member authorizes a one-time EFT from his or her account using information from a check to initiate the transfer. An electronic check conversion transaction can only be processed when it has been authorized by the member. A member authorizes the transaction when he receives the appropriate notice and then goes forward with the transaction. A merchant may present an ECK transaction item multiple times when a member does not have sufficient funds and each separate presentation will result in an NSF/overdraft protection charge when funds are not available.

Electronic Returned Check Charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Limits on Transfers: The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this Agreement and in the Rate and Fee Schedule and other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

Right to Documentation.

Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.

Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us, write us at address listed in the above "Contact the Credit Union" section, or use our Online & Mobile Banking Platform services, to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.

Periodic Statements. Transfers and withdrawals transacted through an ATM/ITM or POS terminal, Online & Mobile Banking, or debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

Preauthorized Payments. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you should be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. You can call us, write us at address listed in the above "Contact the Credit Union" section, or use our Online & Mobile Banking Platform services, to find out whether your payment has been made.

Electronic Statement. The Credit Union has the capability of capturing your periodic statement electronically (eStatement) and posting it in a secure manner so that you may retrieve it at your convenience. YOU HAVE THE RIGHT TO HAVE YOUR STATEMENT PROVIDED ON PAPER or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. The Credit Union will provide you error-resolution information with each periodic statement.

Equipment Required: You will need access to a personal computer or compatible mobile device and the Internet. The preferred browser is the most recent version of Microsoft Internet Explorer, Microsoft Edge, Firefox, Safari, or Chrome. To view your eStatement, you will need the most recent version of Adobe Acrobat Reader®. If you choose to print your statement, you will need access to standard printing capabilities.

Authorizing eStatements. You must sign up for eStatements through either the Online & Mobile Banking Platform service which you can reach via our web site www.heritagetrust.org. We will consider your request for eStatements to be your agreement that the Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for pickup. Your statement will remain on the site for at least 12 months from the date we notify you. We will stop sending paper statements on this account unless you notify us that you no longer wish to receive eStatements; however you can always request a special copy of the statement. See the Fee Schedule for applicable fees.

Cancelling eStatements. In order to cancel your eStatements we must hear from you at least five business days before the end of a statement period, which is either the last business day of the month or last day of business for the quarter. Charges may be applied for abusing the privilege of switching back and forth between paper and eStatements. When you choose to discontinue eStatements, you will begin receiving paper statements in the mail.

Supplemental Paper Statement. If you need to get a paper copy of your statement, you may do so by calling us at the telephone number listed at the top of this disclosure. See the Fee Schedule for applicable charges.

Member Responsibilities. It is your responsibility to keep the Credit Union apprised of your current e-mail address. Failure to notify the Credit Union of e-mail address changes is treated just as failure to notify us of a new physical address. If e-mail is returned undeliverable, we will attempt to re-send it; however, it is your responsibility to contact us if you do not receive your statement or notice of statement. You are also responsible for retrieving your statement. Statements will reside on the secure site for at least 12 months. If you do not pick up your statement within that time, you will have to call for a paper statement to be generated and pay the appropriate charge shown on the Schedule.

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

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM or system.
- The funds in your account are subject to legal process or other similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

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

Unauthorized Transactions and Lost or Stolen Cards/Access Devices. An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit. In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your Credit Union Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify the Credit Union at the phone numbers set forth this agreement that the person is no longer authorized to use your card or PIN.
- Notify the Credit Union by writing us at the address, or calling us at the telephone number at the top of this disclosure, or do so at any Credit Union branch of the loss, theft or unauthorized use of your card or PIN.
- Notify the Credit Union by writing us at the address, or calling us at the telephone number at the top of this disclosure, or do so at any Credit Union branch of the loss, if you think an electronic banking transaction is incorrectly reported on a receipt or statement.

Failure to promptly notify the Credit Union of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example: Detection of suspicious or fraudulent activity; Lack of usage; Misuse; or Access devices returned as undeliverable by postal service.

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

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Important Note: The amounts stated below are adjusted pursuant to applicable federal laws every five years. The amounts that can adjust are (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts as addressed below. To determine the actual amount in effect at any specific time, please refer to the Rate and Fee Schedule.

This disclosure describes your ability to withdraw funds at the Credit Union. It only applies to the availability of funds in transaction accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. We reserve the right to delay the availability of funds deposited to accounts for transactions that appear to be suspicious or 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.

General Policy:

Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Once deposits are available, you can withdraw the funds and we will use the funds to pay checks that you have written.

Please remember that even after the item has “cleared,” we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before closing, 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 closing, or at a deposit box on a day we are not open, we will treat the deposit as made on the next business day we are open.

In most instances, deposits of government checks and low-risk items and the first \$5,000.00 of personal and business checks will be available for withdrawal on the day we receive the deposit. Government checks and low-risk items include:

- On-us checks,
- Certified checks,
- Cashier’s checks,
- Teller’s checks,
- Federal Reserve Bank checks,
- Federal Home Loan Bank checks,
- Government checks (federal, state, and local),
- United States Postal Service money orders, and
- Payroll checks from Select Employer Groups (SEG).

Payroll checks from Select Employer Groups (SEGs) received via direct deposit, mailed in or presented directly to will be available immediately in most instances.

For Credit Union members who meet certain criteria and guidelines, in some instances and upon our discretion, additional funds from the item(s) you deposit may become available to you more quickly than listed. Decision criteria are risk based, linked to account history, determined by us using internal and confidential information, and are subject to change at any time without notice. At a minimum, you will receive funds availability as listed herein.

Reservation of Right to Hold:

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available for withdrawal on the same business day of your deposit.

If we are not going to make all of the funds from your deposit available for withdrawal on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available for withdrawal. If your deposit is not made directly to one of our employees, or if we 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 for withdrawal.

Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months (see “Special Rules for Abused Accounts” section).
- There is an emergency, such as failure of computer or communications equipment.

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

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:

- In most instances, funds from deposits of government checks and low-risk items payable to the member(s) on the account will be available for withdrawal on the day we receive the deposit.
- Funds from the deposit of personal and certain business checks will be available for withdrawal on the ninth business day after the day of the deposit.
- Your ability to utilize certain features of our online banking, mobile banking, automated phone banking, etc., may be limited.

Deposits at ATMs (Automated Teller Machines) or ITMs (Interactive Teller Machines)

If you make a deposit at an ATM /ITM we own and operate, your deposit will generally be available on the second business day after the day of deposit. Also, the first \$200 of a deposit will be made available on the same day of deposit. All deposits are subject to proof and verification.

Holds on Other Funds – Cashing Checks

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 cash would have been available if you had deposited it.

Hold on Other Funds – Other Accounts

If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability 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 until the time periods that are described in this Policy.

Foreign Checks

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed in the same way as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn. We will charge a fee (listed in the Fee Schedule) for processing foreign checks.

Special Rules for Time Period Adjustment for Withdrawals by Cash or Similar Means

The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$400.00 will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.

TRUTH-IN-SAVINGS ACT

Share & Checking Accounts

1. **Rate Information.** The dividend rate and Annual Percentage Yield ("APY") on your accounts are set forth in the Truth-in-Savings Act Rate and Fee Schedule ("Schedule") provided with this Booklet. The dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors.
2. **Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Schedule. The Dividend Period ("period") for each of your accounts is set forth in the Schedule. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.
3. **Balance Information.** Any minimum deposit to open an account, and the minimum daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Schedule.
 - a. **"Daily Balance Method"** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principle balance in the account each day.
 - b. **Accounts with Minimum Balance Requirements:** If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Fee Schedule, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.
4. **Accrual of Dividends.** Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
5. **Transaction Limitations for All Share & Money Market Accounts.** Limitations are set forth in the first Section of this Booklet entitled "Membership, Accounts and Account Services Agreement."
Additional Limitations for IRA and HSA Savings Accounts: You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA, HSA, or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.

Share Certificate and IRA Certificate Accounts

1. **Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Schedule and/or your Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. These rates are fixed and determined by the Credit Union's Board of Directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.
2. **Compounding and Crediting.** Dividends will be compounded daily for Share Certificate Accounts. Dividends will be credited to your account every month. You may choose to have dividends paid to you or to another account every month. Dividends must be paid to you or to another account if credited monthly. The period begins on the first calendar day of the term and ends on the last calendar day of the term.
3. **Minimum Balance Requirements.** The minimum opening deposit required to open any Share Certificate Account is set forth in the Schedule. You must maintain a daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any applicable service charges set forth in the Fee Schedule.
4. **Balance Computation Information.** "Daily Balance Method" Dividends are calculated by the daily balance method which applies a daily periodic rate to the principle balance in the account each day.

PRIVACY DISCLOSURE

FACTS

WHAT DOES REV FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account Balances and Payment History
- Credit History and Credit Scores

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

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons REV Federal Credit Union (REV FCU) chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does REV FCU share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing

Call Toll-free 1-800-845-5550 – and one of our Contact Center Agents will be glad to assist you.

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

However, you can contact us at any time to limit our sharing.

Questions?

Call Toll-free 1-800-845-5550

What We Do

How does REV Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does REV Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Open an account ■ Apply for an Account and or Loan ■ Use your credit or debit card ■ Give us your contact information ■ Provide employment information ■ Give us your wage statements ■ Show us your driver's license <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>REV Federal Credit Union has no affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>REV Federal Credit Union does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include CUNA Mutual and Minnesota Life Insurance Company</i>

Other Important Information

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

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

For Alaska, Illinois, Maryland and North Dakota Members. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. **For California Members.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. **For Massachusetts, Mississippi and New Jersey Members.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization. **For Vermont Members.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization



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