

Change in Terms Notice

The Credit Union has updated your Membership Account Agreement and Disclosures by making the following revisions to our Agreement(s) and Disclosure(s) with you. The revised Membership Account Agreement and Disclosures shall be effective on November 1, 2020, and your continued use of any Credit Union existing or new account(s) or services(s) after the effective date shall constitute your acceptance and agreement to the revised and new terms.

THE MEMBERSHIP ACCOUNT AGREEMENT AND DISCLOSURES (AGREEMENT) IS SUBJECT TO ARBITRATION PURSANT TO S.C. CODE ANN. §15-48-10 ET. AL., AND THE FEDERAL ARBITRATION ACT §9 USC 1 ET SEQ..

MEMBERSHIP ACCOUNT AGREEMENT & DISCLOSURES:

General Terms & Conditions:

Section 3- Compliance with Laws and Inappropriate Transactions or Account Relationship:

- **UPDATED Subsection B: *Limitations on Account and Services for Members who Reside in Non-US Countries or Territories; or in Certain US States:*** (For the laws of 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.(For Certain States as determined by the Credit Union from time to time) The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; 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 arising or related to the laws of a state where we do not maintain a physical presence.
- **NEW Subsection C: *Virtual Currency.*** We do not accept accounts transacting in any type of virtual currency (crypto-currency) services or transactions. Prohibited transactions include, but are not limited to: (i) wires (incoming/outgoing) (ii) ACH transactions (incoming/outgoing) (iii) privately owned ATMs dealing specifically with crypto-currency (iv) credit or debit card transactions.
- **NEW Subsection D: *Monitoring.*** We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account. (Refer to Termination or Restriction of Account(s) and Service(s)).
- **NEW Subsection E: *Natural Disasters, Pandemics or Significant Health Concerns and Other Acts of God: FORCE MAJEURE.*** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services. **OFFICIAL HEALTH GUIDANCE:** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time. **FACE MASKS:** For security reasons all face masks are prohibited unless medically required. If a mask is medically required, members/non-members, contractors and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove you mask temporarily for identification in the branch you may use the Credit Union's Drive-Thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.

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

- **UPDATED First Paragraph to include...**"If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given."

Section 19- Overdraft Protection

- **UPDATED Subparagraph "What is your responsibility if your account has an overdraft?" to include...**"You agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we incur. The Credit Union may close your account due to excessive overdrafts, as determined in the Credit Union's sole discretion.

To obtain a copy of the revised Membership Account Agreement and Disclosures please contact the Credit Union by:

- Telephone- 1.800.845.5550 or 843.832.2600 during normal business hours; and/or
- Write to us at:
REV Federal Credit Union
ATTN: Contact Center
PO Box 118000
Charleston, SC 29423.
- View online by clicking the "Membership and Account Agreement Disclosures" link at <https://www.revfcu.com/legal-disclosures/>