

# Important Account Information for Our Members

Terms and Conditions  
Electronic Transfers  
Funds Availability  
Truth In Savings



carolinatrust.org

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This credit union is federally insured by the National Credit Union Administration.

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

### GENERAL TERMS AND CONDITIONS

**Notice to Members:** 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 Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this Agreement, 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 Agreement, and the Schedules, as amended from time to time.

**This Agreement governs all services whether opened now or in the future and we may modify, change, or amend the terms of this Agreement, the Rate and Fee Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.**

**USA Patriot Act.** Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened or changed, you will be asked for your name, address, date of birth, and other information that will allow us to identify you.

**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.

- 1. Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and

regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. All Credit Union services are further governed by the (1) terms and conditions set forth in your Account Card(s), account receipts, addenda or schedules that accompany agreements and/or disclosures, statements and certificates; (2) any other application or agreement we require, together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement." This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Transactions on your account may also be governed by agreements with third parties including but not limited to NACHA's (The National Automated Clearing House Association) Operating Rules and VISA® Operating Rules together with the Rules of any Networks through which your transaction(s) may be processed, which agreements will also be binding upon you and the Credit Union. Such third party agreements may include terms different from the terms herein including but not limited to different processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

- 2. General Definitions/ Requirements:** In this Booklet the words "**you**" or "**your(s)**" mean everyone that signs any Account Card or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "**Credit Union**," "**We**," "**us**," or "**our**" means the Credit Union providing this Agreement to you. "**Access Device**" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction.

"**Authorized User**" and "**Authorized Use**" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying

the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access 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.”

3. a. **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 prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. **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. **Taxpayer Identification Numbers and Certification:** Pursuant to the Account Card used to establish your membership 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. You acknowledge and agree that 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 will all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

c. **Transaction Limitations and the Credit Union’s Business Days:** Except as may be otherwise specifically provided in our Agreements, all Transactions after our “daily cut-off time” and made on days that are not our business days as set forth in the Schedule will be treated, transmitted, recorded, etc., as applicable and appropriate as if received/directed on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.

d. **Actual Balances and Available Balances:** As explained in this Agreement there are many circumstances that will affect your access to the funds in your accounts (for example See Section 7.g.). Many of these transactions are beyond the Credit Union’s control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. Also, we may place holds on various deposits as explained in the Section in this Agreement on Funds. Thus, your account records may show an “Actual Balance” and an “Available Balance”. The Actual Balance is the total amount of funds in your account(s). The Available Balance is the amount of the Actual Balance that is available for transactions (withdrawals, write checks, debit transactions, online banking or other authorized transactions). You should take care only to make transactions against the Available Balance as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account as new or additional transactions cannot be processed until funds are available for transactions. This may

result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection Fees as a result of exceeding your Available Balance. To know the Available Balance you may check - e.g. online banking, E-Z teller, mobile banking, etc. Also, be sure you understand the order in which your transactions are paid as explained in Section 7 so that you may avoid making transactions that exceed your Available Balance.

The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your checking accounts if the amount of the debit exceeds the funds available in the applicable checking account. Each time we return a debit for insufficient funds, we will assess an NSF fee in the amount shown on our current Rate and Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that 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 for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.

4. **Membership Benefits and Obligations.** Upon approval of your application and the deposit of any required shares, you become a “member-owner” of this Credit Union. As a “member-owner” you are eligible to apply for all Credit Union deposit, loan and other financial services; and you may vote at annual or special meetings of the membership if you are 18 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances as well as other contractual, equitable and statutory obligations that may be payable by you to us.

**CROSS-COLLATERALIZATION:** To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This “cross-collateralization” of your obligations applies to all debts regarding your accounts, loans or otherwise.

5. **Credit Reports, Membership-Account Eligibility and Other Credit Union Services and Social Media.** To open or maintain any account(s) or service(s) with us, you must qualify for membership and deposit and maintain the par value of the required shares as

provided by the Credit Union's Bylaws and other applicable laws. To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy or other issues that may affect your rights, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions & 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.

**Defaults and Your Credit Reports:** The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share/share draft account(s) may be reflected in your credit report.

**6. 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.

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. All owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any owners. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1½ inches from the top edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any

loss incurred by us due to the delay or error. When you endorse any item, your endorsement is a guarantee by you to us and all others who accept the item endorsed that the item you deposit is good; that the funds are properly payable; and you give other warranties under applicable laws. This means that if the item is not good or is not paid for any reason you are fully responsible to us or any other person for the amount of the item.

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

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

b. **Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Signature Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and other/local Clearing House rules/agreements. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payer 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. This means that 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.

c. **Direct Deposits:** We may offer a direct deposit option allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts with us. You must authorize any direct deposits to your accounts

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

d. **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.

e. **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).

f. **Deposit at ATM and Night Deposit Facilities:** All deposits and payments made at an ATM that we own, or at one of our night deposit facilities are subject to the provisions and check collection procedures as disclosed to you in our "Funds Availability Policy". Deposit transactions of cash and other items to your account(s) can only be accepted at specifically designated ATMs owned by us. Not all of our ATMs can process deposit transactions. If you make a deposit or payment at an ATM, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that the Credit Union finds used to make the transaction. You further agree that the credit to account(s) for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, the amount will be deducted from your account.

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 a return item charge as set forth in the Fee Schedule ("Schedule") on your account without notice. If we incur any fee collecting any item, we may also charge such fee to any of your accounts with us. We reserve the right to refuse or

to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items, including checks presented for payment of cash, that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amounts previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use, or the amount of time that has passed since the date of the deposit. If for any reason you do not have sufficient funds in your accounts to satisfy our charge back, then all joint owners agree to pay us the amount charged back on demand, together with all fees and costs as set forth herein. 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.

7. **Transactions From Your Account(s).** Generally, you may withdrawal 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. Except as otherwise specifically provided in this Booklet or other written agreement(s) with us, all withdrawals shall be made in person or by written order, duly executed or by power of attorney upon a form acceptable to us and duly authenticated. Payments upon your order may be made in coin, bills, or checks at our option. You also agree that your account(s) are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.

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 in the Fee Schedule ("Schedule"). We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

b. **Transaction Limitations for All Share Savings and Money Market/Money Management**

**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 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. Transfers/withdrawals in excess of the transfer/withdrawal limitations described above may be subject to a fee as set forth in the Schedule. For accounts in which activity continues to violate these limits after we notify you of activity exceeding the limits, Regulation D requires that either the account be closed or that the funds be transferred to a transaction account that the depositor is eligible to maintain.

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

d. **Checking Accounts:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. 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 in any order determined by us, 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 agree to take precaution in safeguarding your blank checks. 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, we will not have any liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

d.1. 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.

**CHECKS FROM SOURCE OTHER THAN CREDIT UNION APPROVED VENDOR:** You acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising, or relating from/to: 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.

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

f. **Checks you Request from the Credit Union:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account card with us and will be mailed to your address of record.

g. **Temporary Holds and Authorizations for Amounts in Excess of Transactions:** To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account for 36 hours or more 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).

**Note:** Using your debit card to settle your bill at departure should not subject you to these risks.

h. **Restrictions Required by Applicable Laws:** We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA Patriot Act and Office of Foreign Assets Control Act require us to do so.

8. **Collection Items.** We may accept certain items — such as certain securities and checks payable in foreign currencies or at foreign locations — on a collection basis only. We route and process collection items separately from your other deposits. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item. We may also receive items from other financial institutions on a collection only basis. Upon presentation of a collection item we will follow the presenting institution’s instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the “Schedule”. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment we receive.

Any fees may apply even if the collection item is returned unpaid.

9. **Account Rates and Fees.** Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in this Agreement. 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 or electronic signature; 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.** You may make deposits, withdrawals, transfers and other authorized transactions from your account(s) in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by applicable law.

a. **Authorized User(s):** You should exercise caution in providing authority, information, documentation or access devices to others. 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. You and the person authorized (as defined herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us.

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. 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. You acknowledge and agree that any owner of a joint account or service, or any co-borrower may provide authority to others, or may make transactions involving others, who will have access to all such information as to all owners and/or co-borrowers. 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. If you provide us with an email address(es) you consent that we may send any communications using that email address; and it shall be solely your responsibility to ensure access is limited to those persons you approve of; and your failure to limit access shall be deemed your consent to any such access.

c. **Sharing Information with Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Other Lien Holders:** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection.

12. **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.

13. **Overdraft and Overdraft Protection Plan.** An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with us that you access by check, electronically, or

otherwise or if we impose a fee that exceeds the balance in your account(s) ("Overdraft"). In the event you write a check which results in your checking account being overdrawn, the Credit Union may transfer funds from your primary savings account in the exact amount needed to permit the Credit Union to honor any such check; or from your approved Line of Credit ("LOC") in increments of \$50.00. To receive overdraft protection from a LOC, you must apply and be approved for a separate Line of Credit loan with the Credit Union. No transfers will be made from another account. The Credit Union, in its sole discretion, may pay any Overdraft via a courtesy overdraft program or otherwise on a case-by-case basis, but has no obligation to do so, or to continue to do so. We may impose a fee as set forth in the "Schedule" for any Overdraft, whether paid or denied. You agree to pay to us promptly the amount of the Overdraft as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you of any Overdraft, any Insufficient Funds Transaction, or charge that creates a negative funds balance in your account(s). You agree that the Credit Union may utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Authorized acts include, but are in no way limited to any transaction on your accounts, payments on your loans and other obligations whether pre-authorized or otherwise, any default or transaction that exceeds your authorized credit limits. 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.**

14. **Postdated and State Dated Drafts.** We may pay any draft without regard to its date unless you notify us in writing of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. 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.**

15. **Stop Payment Orders.** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to a teller, member service representative or branch manager of the Credit Union. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. If this is a multiple party account, we will accept a SPO from any owner regardless of who signed the instrument or otherwise authorized the Transaction. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the "Schedule", which sum may be transferred by us from any owner's account(s) or paid directly to the Credit Union. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us. If you provide written confirmation, your SPO will be effective for a period of six (6) months. Further, you agree that the Credit Union, in its sole discretion, may confirm any SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request that provides all of the information required for an initial SPO as described above in this paragraph. The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; or (4) if you fail to provide us with complete or accurate information; or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept 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. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order. You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an insufficient funds item rather than the

service charge for a stop payment order. If available, any stop payment order we receive by electronic mail or by similar means shall be treated as an oral/written order.

16. **Legal Process and Other Adverse Claims.** Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, (here after called "Process"), or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account(s) and either hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction, or pay the balance over to the source of the Process. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).
17. **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. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Account Card. If provided electronically, you will be sent a notice via email that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize. Emails from us will be sent to the email address provided by any owner. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the "Schedule" for each requested item and/or for research as applicable.
- a. **Your Duty of Examination:** You understand and agree that periodic statements are made available to you on the date mailed by us or our agent, or are otherwise made available to you. You acknowledge and agree that checks and other instruments are also made available to you for review on the date the periodic statement is mailed or made available, even though they do not accompany the statement. You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate. You agree that we will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded or inaccurate transaction or item if: (1) you do not review and

notify us in writing within thirty (30) days of the mailing date of the earliest periodic statement containing information about or indicating any forgery, alteration, unauthorized signature or transaction, missing signature, improper or missing endorsement, encoding error or other inaccuracy; or (2) any checks or instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature. 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.

- b. **Your Duty to Notify Us:** You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us in writing within the time described in this section. 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.
- c. **Fiduciary Accounts:** 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.

18. **Change of Name or Address.** You will promptly notify us of any change of address or your name, including your email or other electronic address. 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 email address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a substantial fee as set forth in the "Schedule" to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

19. **Inactive/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 a period 12 months. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the "Schedule" for processing your dormant account. You authorize us to transfer funds from another account of yours to cover any such fees. 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. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

20. **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 "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 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) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) 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; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; or (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers. (21) 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 or (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.

We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods.

We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated.

However, if we pay any item after termination, you agree to reimburse us upon demand.

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

**Par Value Requirement:** If your membership account balance falls below the required par value for membership, then your membership may be terminated by us pursuant to the Credit Union's Bylaws. Upon termination, the Credit Union may charge a fee as set forth in the "Schedule".

21. **Membership Termination.** 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 further agree that we can terminate your membership for cause based on any of the circumstances defined in this Agreement; without notice or further action. Upon termination, no Transaction(s) will be allowed.

22. **Death of Account Owner.** We may continue to honor all Transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all Transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Account Card (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, survives the death of the last owner, or can be located via the information provided to the Credit Union by the owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to it be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of the death of a joint account owner, the deposits will be subject to additional provisions of this Agreement.

23. **Statutory and Consensual Liens on Shares.** By signing an Account Card or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you grant us and we impress 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. Payment of any sums to a joint owner, beneficiary, or other party will be subject to payment of all outstanding obligations owed to us.

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. This right is immediate and applies to all accounts which means there will be no limitation or delay with regard to any stated maturity date as to any certificate or other applicable shares.

24. **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.
25. **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 or by 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 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 not constitute a violation of the automatic stay afforded by the Bankruptcy Code.
26. **General Limitation on Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: through no fault of ours, your account does not contain enough money to make the transaction; circumstances beyond our control prevent the transaction; your loss is caused by your negligence or by another financial institution; or the money in your account is subject to legal process or other claim. We will not be liable for consequential damages, except

liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of your funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. You agree that the person(s) establishing any account with us are solely responsible for the structure and information provided for the account (e.g., owner(s) name(s), Social Security or other Tax ID Number, trustee(s), custodian(s), etc...); and we provide no advice and make no representations regarding the structure of any account(s) or other services. The Credit Union will not have any responsibility or liability to you or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights; insufficiency of funds; or otherwise.

27. **Telephone Requests.** 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. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order.
28. **Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your account(s) or about you without your permission. However, we may disclose information; (1) when it is necessary to complete transfers or Transactions; or to send notice of dishonor or nonpayment; (2) to our accountants; (3) to state or federal government regulators; (4) to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime; (7) to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute; (8) to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or (9) when we are attempting to collect an obligation owed to us. In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying and other expenses incurred by us or payable pursuant to the "Schedule" regarding any subpoena or other legal process.
- You may apply for additional financial services, or seek

to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligations to us. You authorize and specifically grant us permission to provide orally, electronically or in writing "payoff" and other information including the amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions 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.

29. **Costs, Expenses and Attorneys' Fees.** 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.

30. **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 or delay us in performing our obligations with regard to any transaction. This includes acting on a payment order, crediting funds transferred 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 or any mail/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, then you agree we may not honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction.

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 account funds until all persons or organizations that may claim an interest in the account/funds agree in writing. This written document must meet our requirements addressing what should be done with the account(s) and/or the funds, or we must 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 or organizations entitled to access the account and/or the funds in the account obtains access thereto. To protect your and our interests with any "claim," "dispute," or "instruction" if we need to seek legal or other professional advice to review or assess any actions or other claims that affect your accounts; or to bring any legal action to protect the rights addressed in

this Agreement, you agree to pay all costs and expenses, including reasonable attorney fees and court costs incurred by us. You further agree that all such costs and expenses may be deducted from your accounts, and that you will be responsible for any additional amount owed according to the terms of this Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account 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. You will make all third persons aware, including but not limited to, attorneys in fact; representative payees; and trustees that he or she is liable to us for any and all obligations incurred by any actions dealing with the account. You and they agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the third person.

31. **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.

32. **Miscellaneous.** In this Agreement, except as otherwise indicated, the singular includes the plural and the masculine includes the feminine and the neuter. Further, this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of South Carolina which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. You represent and agree that you shall perform all transactions, undertakings and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of South Carolina. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation

of any provision of this Agreement. 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. Transactions involving a loan will not alter the terms or conditions of the loan agreement(s), but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern. If there is a dispute between owners or any other parties claiming an interest in any account(s) or transaction(s); if there is any dispute regarding ownership, entitlement, payment, an owner's intent or instructions, or otherwise with regard to any account or any transaction; or if we receive inconsistent instructions or claims, we can in our sole discretion: (1) suspend or terminate the account(s) and require a court order; (2) require an agreement in writing that we deem sufficient; (3) file an interpleader or similar action and pay any sums in dispute into a court or other appropriate entity; or (4) take such other action as we deem appropriate.

33. **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. If a change to a multiple account or service is requested, we may require that all multiple owners indicate their consent by signing our document evidencing the change. 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.

34. **Member Organization or Business Accounts.** Accounts held in the name of a member, organization, or association for business purposes are subject to the same terms set forth in the Agreement and the following additional rules. The account owners agree to inform us of the persons authorized to transact business on behalf of the business or organization in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution, as applicable, and corresponding Account Card until such time as we are informed of changes in a written document signed by any owner, officer or director of the organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed, and be deposited to a business account. Further, if a resolution or Account Card identifies the member/owner as an organization of any type; or if the Credit Union determines that any account is used for any business or organizational purpose, such account

is deemed to be a "business account" and may be subject to additional fees or other requirements.

35. **Multiple Party Accounts.** Any or all owners can make deposits or withdrawals regardless of contributions. To make withdrawals, an owner must have his or her signature on file with us. If only one owner has signed a signature card, the account may be treated as an individual account. Each owner guarantees the signature of all other owners. We may accept orders, instructions, and requests for future services from any account owner. Any account owner may withdraw funds, stop payment of items, 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. If there is a dispute between owners, if there is any dispute regarding ownership of an account or any deposit to an account by an owner or a party who we in good faith believe has a right to assert a claim or dispute (such as a personal representative of an owner), or if we receive inconsistent instructions, we can suspend or terminate the account(s) and require a court order or require an agreement in writing concerning any Transaction on the account(s). 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). We have the right to endorse any drafts, checks, or other orders for the payment of money made out to any of the owners. Once endorsed, we can deposit them in any multiple party account, or we can endorse them for deposit by using a stamp to show a general endorsement for the account. Each owner appoints the others as his or her agent to endorse, deposit, withdraw, cash and conduct business for the account. Further, any owner may make requests for services or make elections relating to any multiple party account; and such requests or elections shall be binding upon all owners. Acting as an agent, any owner or owners can endorse a draft, check, or other payment order made out to any other owner or owners of the account and any owner may pledge to us the funds in any account to secure any joint or individual obligation to us. Once endorsed, the money can be taken in cash or deposited into any multiple party account. You agree that any money in this account can be paid to any one or more of the owners. This payment can be made on the orders or instructions of any of the owners, whether or not the other owners are alive at the time of the payment. If we make a payment following these rules, you release us from liability.

**Rights of Survivorship:** Unless your account card specifically indicates otherwise, you agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners; unless subject to our right of set-off or a pledge of the funds in the account(s), in which

case all sums in the account(s) will belong to us regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us. Once a multiple party account is opened, one owner cannot remove another from the account. Further, the Credit Union reserves the right to require any changes to the account be made in writing signed by all account owners.

36. **Payable on Death.** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to the beneficiary(ies) designated by your Account Card. Either owner, during their lifetime, may change any designated beneficiary by written direction to us. Unless state law expressly requires otherwise, accounts payable to more than one beneficiary are to be treated as joint tenancies without rights of survivorship. This means that the sums in the account may be paid to any surviving beneficiaries individually or otherwise. However, no amount will be paid to any beneficiary, their heirs or successors, who are not living at the time the account becomes payable to beneficiaries. POD beneficiary designations do not apply to IRA accounts, but instead, are subject to your IRA Agreement/Certificate. The Credit Union has no obligation to notify any beneficiary of any POD account or the vesting of his or her interest. Further, the Credit Union is also entitled to all additional protections provided by applicable law regarding the payment of sums on deposit in POD accounts. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries. If the minor has no legal guardian, then the funds shall be retained in an account similar to the account from which the funds are payable, or such other account for which the deposit may qualify if no longer entitled to the benefits of the original POD account based on the terms we offer, until such time as the beneficiary reaches legal age. If allowed under applicable laws the member may intend such an account to serve as a form of trust for federal insurance considerations. However, the Credit Union makes no representations regarding such insurance and leaves such matters to the federal agency in question and the member's intentions as applicable.

37. **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. We have no duty to inquire into the use of any funds or purpose of any transaction by the account custodian/trustee. Upon the death of the account custodian/trustee where no successor custodian/trustee is appointed pursuant to applicable laws, we may place an administrative freeze on the account until we receive instructions from a person authorized by law to withdraw funds or an appropriate

court order. Successor custodians/trustees shall provide documentation required to evidence compliance with applicable law(s) which meets our satisfaction. Unless applicable laws provide otherwise, it is understood and agreed that a successor custodian/trustee may be the minor's legal guardian. If there is more than one legal guardian, the Credit Union can accept any such guardian as a successor custodian/trustee. Upon acceptance of a successor custodian/trustee, no instruction from any other guardian will be accepted. It is agreed that funds deposited into such an account belong to the beneficiary. When the beneficiary reaches the age of majority under the laws of the minor's state of residence, the funds in any UGMA and/or 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. The state of residence shall be established hereunder by the agreements between us or any statement conveyed to us by the beneficiary. If the beneficiary wishes to retain an account with us, the beneficiary can execute a new Membership Application and Signature Card. Any authority to make transactions will then be governed by the new signature card, and the authority of any custodian(s) will be terminated.

38. **Minors Accounts.** For any account established by or for a minor, we require the minor account to be a multiple party account with an owner who has reached the age of majority under applicable state law who shall be jointly and severally liable to us for any of the other owners' transactions, such as – but not limited to returned item, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Account Card if the minor can sign his or her own name, but may accept the representative signature of the minor's apparent guardian or parent (e.g., "Mary Doe by John Doe, Father") on the Account Card – or for any transaction on behalf of the minor where we may require a signature. All parties to such an account acknowledge and agree that the minor's apparent legal guardian may make any and all transactions we allow on behalf of a minor. As a joint owner, we may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account other than as a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. We will not change the account status when the minor reaches the age of majority, unless a change is authorized in writing by all account owners.

39. **Custodial and Other Fiduciary Accounts.** The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representations and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instruction that may expose us to any expense or liability. Any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity must be designated to us as such on

the Signature Card, as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act upon the notice. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

40. **Representative Payee Accounts.** A representative payee account is established on behalf of a recipient ("Beneficiary") of benefits from the Social Security Administration ("SSA") or Supplemental Security Income ("SSI") on which an entity or person, as designated by the SSA as representative payee, acts on behalf of the recipient as Authorized Signer. The account is established as representative payee under the name of the Beneficiary as Authorized Signer and the account must show the Beneficiary as the only owner. Neither the representative payee nor a third party can have ownership interest in the account. While the Beneficiary retains ownership interest, the account title must be established to not permit him or her to have direct access to the funds, for example, "(Beneficiary's name) by (representative payee's name), representative payee" or "(representative payee's name), representative payee for (Beneficiary's name)".

The Beneficiary must be eligible for membership and is the Primary Member. The representative payee is an Authorized Signer. 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 in handling or dealing with the account. Unless expressly stated to the contrary, all of the other terms and conditions of the Membership and Account Agreements apply with equal force to representative payee accounts.

41. **Club Accounts.** The Credit Union offers 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 in your account by depositing the balance into any account designated by you. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period. Club periods may be changed by the Credit Union from time to time. Since we plan to make a single withdrawal transaction at the end of a club period, we may charge a

transaction fee for any additional withdrawal requests as set forth in the "Schedule". There is no penalty for any withdrawal during the first seven (7) days after your account is opened. We presently offer the Club Accounts pursuant to the terms set forth in the "Schedule".

**ELECTRONIC RECORDS, ELECTRONIC MAIL (“EMAIL”), FACSIMILE AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS**

- 1. Electronic Records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.
- 2. “Email” and Facsimile Communications.** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any email 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 email or other electronic communication; and may respond to an email at either the address provided with the communication, the email address in your Membership Application and Signature Card, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the email address for statements or other information from us at any time.

Although having no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive email communications that you send. If you provide us with an email address(es) in your Membership Card or other documents you consent that we may use that email address to communicate with you regarding your accounts, loans, services or other matters including notices we may otherwise send via regular mail. Also, we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. 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 email communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number on the front of this booklet.

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

- 3. CONSENT TO ELECTRONIC SIGNATURES.** BY COMPLETING AND SUBMITTING YOUR REQUEST, I/WE CONSENT TO HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO ME/US IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE CREDIT UNION ELECTRONICALLY. I/WE AGREE TO THE SAME TERMS THAT APPLY TO A SIGNED APPLICATION OR AGREEMENT; AND I/WE AGREE THAT SUBMITTING THIS CONSENT OR ACCEPTING THESE TERMS CONSTITUTES MY/OUR SIGNATURE AS THOUGH SAME WERE PHYSICALLY SIGNED BY ME/US. IF THERE IS A CO-APPLICANT OR USER, I/WE REPRESENT AND WARRANT THAT SUCH CO-APPLICANT OR USER HAS AUTHORIZED THE SUBMISSION OF THIS APPLICATION. THIS ELECTRONIC SUBMISSION/CONSENT QUALIFIES AS MY/OUR SIGNATURE FOR ALL PURPOSES AND USES WHATSOEVER.
- 4. Links to Other Sites.** Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. Credit Union is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

**ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES**

- 1. Purpose Of This Agreement.** 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 understand that all agreements and rules and regulations applicable to your accounts and account services, as set forth in this Booklet and otherwise, remain in effect and apply to this Agreement, except as specifically modified in this Section. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or Access Device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.
- 2. Types Of Electronic Funds Transactions.** The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below.

Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

- a. Automatic Teller Machines (ATMs):** The Credit Union may issue to you an ATM card and Personal Identification Number (“PIN”) to be used to make transactions. You can use your ATM card at the Credit Union’s ATMs to:
  - (1) Withdrawal cash from the account(s) designated in your Membership Application (“Application”).
  - (2) Check the balances in the account(s) designated in your Application (this is called an “inquiry”);
  - (3) Transfer funds between the account(s) designated in your Application; and
  - (4) Make deposits at designated ATMs we own.
- b. Debit/Point of Sale Transactions:** If we approve your Application for a POS/ATM Debit, VISA® Check Card, or other electronic Access Device, you may use your Card/Access Device to purchase goods and services at point of sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card/Access Device. Transactions hereunder will be covered by funds deducted from your primary share draft account. Subject to the limitations in the “Schedule”, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the available balance in your designated checking account and any available credit under your applicable overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount.

**Note:** Cards designated as ATM only may not be used at POS or other non-ATM terminals.
- c. Preauthorized Transfer Services:** You can authorize the following transactions without the use of an access device issued by the Credit Union:
  - (1) Payments: You can make payments on your loans with the Credit Union directly from your primary share or primary checking accounts;
  - (2) Within Credit Union Transfers: You can arrange to transfer funds between your accounts.
  - (3) Direct Deposit and Payments: You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons, financial institutions or companies electronic authorization or written or oral permission to transfer payments from your Credit Union accounts through “ACH” or other electronic means. Such agreements or arrangements are solely between you and the other person, financial

institution or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all "ACH" or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.

d. **Telephone Transactions:** If we approve EZ Teller (audio response) access service for your accounts, you may access your accounts through Telephone Express Teller Service (audio response) with an access code that we will issue. You must use your Access Device and account number to access your accounts. You may use Telephone Express Teller service to:

- A. Change your access code.
- B. Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- C. Make transfers to or from your Savings, Checking, or such accounts you have authorized in writing prior to such transfer request.
- D. Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- E. Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
- F. Make loan payments from any savings or checking account to any loan account of yours.

Telephone services are provided by our Member Service staff 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 Member Service Department may monitor calls randomly.

e. **Electronic check conversion ("E-Check") - types of transfers:** Your check or account information you convey to a third party can result in an electronic funds transfer. The agreement to do so is between you and the third party. This can happen in several ways, for example:

- You can purchase goods or pay for services and other bills; and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds and/or other fees. Paying such a fee electronically is an electronic funds transfer.

- Your authorization to make these types of electronic funds transfers may be expressed in writing, implied through the posting of a sign or your participation in the initiation of the processing of such transactions via payment services, such as PayPal or PopMoney for example. This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.

• You agree that any such transaction is subject to all applicable terms and conditions set forth in the Membership Agreement.

f. **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 Fed Wire 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 Fed wire. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

g. **Online Banking/Mobile Banking:** Enroll in Online Banking/Mobile Banking from our website at [www.carolinatrust.org](http://www.carolinatrust.org) by securing and entering your username and password. You will be asked to complete a multi-factor authentication procedure, which includes challenge questions and answers. Additionally, you will be asked to review and/or accept any additional agreements and/or disclosures before Online Banking enrollment can be confirmed. Once enrolled in Online Banking, you may enroll in Mobile Banking from your mobile device. Mobile service provider download and usage charges may apply. Please see service provider's Terms and Conditions for details on specific fees and charges. Please note: Monetary transfers from savings and Money Market accounts via Online Banking / Mobile Banking are included in the six allowed transfers per month under Federal Regulation D. The following transactions are subject to all applicable terms and conditions set forth in this Membership Agreement:

- View savings, checking and loan account balances and history.

- Transfer funds between your Credit Union accounts or to another Carolina Trust member account.\*
- Advance funds from a savings, checking or line of credit account and deposit proceeds to any of your accounts. You may also have the proceeds made payable to you by check and mailed to the mailing address on your account.\*\*
- Make Credit Union loan payments from your savings or checking accounts.
- Access online eStatements.\*\* (eStatements require a separate enrollment.)
- Verify cleared transactions and checks.
- Obtain account information related to any of your savings, checking and loan accounts.
- Remotely deposit checks through Mobile Deposit Capture.
- Authorize third-party payable checks via Online Bill Payment service.
- Update your personal contact information (mailing address, email, phone number, etc.).\*\*

\*Member to member account transfers.

\*\*Online Banking only.

h. **Rules for Non-PIN transactions:** Your debit card or other access device also allows you to conduct transactions on various networks, which will generally require you to enter your PIN. Some merchants are authorized to accept transactions that are not processed via VISA® network(s) without requiring you to enter your PIN. If you authorize a transaction on such other networks, the provisions of this agreement that provide protections for VISA® network transactions such as "Zero-Liability" will not apply. Networks that allow "PIN-less" Transactions are set forth in the "Schedule".

i. **Insufficient Funds Transactions:** If your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us, which decision shall be in the Credit Union's sole discretion.

j. **Electronic Processing and Transactions:** Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective/posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment/transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment will occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time. You may not make payments and/or transactions to a federal, state or local governmental or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that

we establish from time to time using our electronic services.

**3. General Rules for Using Your Access Devices.** You

acknowledge and agree to the following

- a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
- b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all Transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all Transactions they make and for all Transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.
- c. You authorize the Credit Union to debit/credit your accounts for all Transactions as if each Transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any Transaction, fee or service charge that results from the use or misuse of your Access Devices.
- d. You acknowledge that your Access Devices remains the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agent upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any Transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a Transaction or other visit to any ATM or other electronic terminal location. You or any user assumes the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- f. An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device may be issued to each member or joint owner.
- g. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.
- h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking

terminal or device to function except as specifically provided for by law.

- i. The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
- k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
  - l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
- m. The Credit Union cannot stop payment on any point-of-sale Transaction.
- n. Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions.  
Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA® will convert the charge into a US Dollar amount. The VISA® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA®, as applicable. The exchange rate VISA® 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 the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars.  
Cross-Border Transaction Fee: In addition, VISA® charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.
- o. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
- p. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.

q. Merchants and others who honor the Check Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.

r. You understand that you must keep your share and share draft checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account(s), or upon our request.

**4. Making ATM Transactions.** Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of any ATM not owned by the Credit Union.

**5. Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make Transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.

**6. Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- a. Overdrafts occur as a result of insufficient or uncollected funds on an account.
- b. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- c. Loan, VISA® or other delinquency with the Credit Union.
- d. Forced closure of a share or share draft account at the Credit Union due to misuse.
- e. Special balance requirements, if any, are not maintained by you.
- f. Any other situation in which the Credit Union deems revocation to be in its best interest.

**7. Transaction Fees.** You are allowed to initiate transactions at any terminal, ATM or other access means owned by the Credit Union or any Network indicated in the "Schedule". You may be charged certain transaction and other fees as set forth in the "Schedule", which will be automatically debited from your share or checking account(s). The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

**Note:** Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the "Schedule". These fees are generally called a "surcharge". This is not a fee charged by your Credit Union; however, any such fee will be paid from your account(s).

8. **Service Limitations, Limitation or Frequency and Dollar Amounts of Transactions.** VISA® debit card transaction limit per day: VISA® Signature - \$3,000.00; POS (PIN) - \$1,000.00 or ten (10) transactions; ATM - \$610.00 or three (3) transactions.

a. **General Limitations Applicable Accounts:** For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. Of these six (6), you may make no more than three (3) transfers to a third party by check, draft, or debit card. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge. Further, we may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.

b. **Card/Access Device Acceptance:** We do not promise everyone will honor your Card or other Access Device, and we have no obligation to you if anyone refuses to accept your Card/Access Device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card/Access Device, or otherwise fails to provide any services made available to you by the Credit Union.

c. **POS/Debit/VISA® Check Card Purchases:** This limit in the "Schedule" is in addition to any ATM withdrawals.

d. **ATM Transactions:** Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

e. **Telephone Express Teller Service (Audio Response):** Your accounts can be accessed using audio response via a touch-tone telephone only. Not all push-button telephones are touch-tone. Converters may be purchased for pulse and rotary dial telephones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short

time each day for data processing. Unless otherwise specified in the "Schedule", there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, with the exception of the limitations on transfers from savings accounts, as explained above.

f. **Home Banking (Internet Access Required):** You may make Home Banking transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the "Schedule" or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.

g. **Bill Payment Service (Online and Mobile Banking):** You may make bill payment transactions subject to the limitations in the "Schedule". The Credit Union will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. The Credit Union will withdraw the designated funds from your account for bill payment transfer by midnight on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. THE CREDIT UNION MAY SET OTHER LIMITS ON THE AMOUNT OF ANY TRANSACTION(S), AND YOU WILL BE NOTIFIED OF THOSE LIMITS.

h. **Mobile Deposit Capture (MDC):** MDC services are offered for the purpose of converting checks to substitute checks, as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with Carolina Trust FCU and for processing and presentment to a collecting or paying financial institution. The MDC service is subject to the terms and conditions and to the instructions, rules and terms contained in the MDC agreement. The terms, provisions and conditions of the Agreement do not

replace, but supplement, any and all other agreements (now or in the future) that govern any of your accounts at the Credit Union. In the event of a conflict between the terms of the MDC Agreement and any other agreement governing your accounts, the terms of the Agreement shall control. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited through MDC.

9. **Data Security for Home Banking.** Home Banking is accessible only over the Internet. To prevent unauthorized access to member account data, the Credit Union employs industry standard encryption protocols. This prevents other computers from eavesdropping by encrypting all data transmitted between the Home Banking server and the client. Members that live in the United States can use browsers that support up to 256-bit keys. Breaking a 256-bit key by brute force requires 2128 times more computational power than a 128-bit key. Fifty supercomputers that could check a billion (1018) AES keys per second would, in theory, require about 3,153 years to exhaust the 256-bit key space. Members that live abroad may be restricted by the US Government to using browsers that support lower encryption standards. Please see U.S. Code of Federal Regulations (CFR) Title 15 chapter VII, subchapter C for details. A lower encryption protocol is less secure than a 256-bit key, but may provide an adequate level of security for member financial services from a private network.

The Online Banking Service uses industry standard security protocols, including SSL 3.0 and TLS 1.2. After connecting to the Home Banking server in secure mode, our site sends a signed digital certificate, which contains the name of our Web server, its public encryption key, the certificate's validity dates, the name of the certification authority that issued the digital certificate to our site, and an unforgettable digital signature. The digital certificate authenticates to the client that a connection has indeed been established with the Home Banking server.

The security protocols ensures that the data transmitted between the client and the Home Banking server has not been tampered with through the use of Hashed Message Authentication Codes (HMACs). This provides a quick way for the receiving end to verify that the data was not changed in route.

10. **Electronic Bill Payment Transactions.** You may cancel or change a scheduled Electronic Banking Bill Payment as set forth in the "Schedule". After the time period set forth in the "Schedule" has passed, it is not possible to stop or cancel a payment. To delete merchants from the Service you must contact us. If we fail to cancel or stop any Electronic Banking Bill Payment, the payment will stand unless you show us that payment to the payee was unenforceable. If we re-credit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.

**Preauthorized Transactions:** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day. If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

**Other Transactions:** Other transactions hereunder are considered contemporaneous. Therefore, you have no right and we have no obligation to stop or to attempt to stop any other transactions.

**11. Right to Documentation.**

- a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.
- b. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in the Schedule 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.
- c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, Telephone/PC Express Teller service, Home Banking transactions 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.

**12. Electronic Statement.** Carolina Trust 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. Carolina Trust will provide you

error-resolution information with each periodic statement.

**Equipment Required:** You will need access to a personal computer and the Internet. The latest version of your Internet Browser is recommended. To view your eStatement, you will need 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 Online Banking which you can reach via our website [www.carolinatrust.org](http://www.carolinatrust.org). We will consider your request for eStatements to be your agreement that Carolina Trust will post your statement in a secure location and notify you via email that your statement is ready for pick up. Your statement will remain on the site for 90 days 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 be created for you. See Schedule for applicable fees.

**Canceling eStatement:** If you are not happy with your eStatement after you have tried it for at least one full quarter (3 months), we will switch you back to paper statement at no charge. 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. To switch from eStatement back to paper statements, call us at the number in the Schedule and ask us to re-set your account for paper statements. We may ask you to put your request in writing and deliver it to us within 14 business days.

**Supplemental paper statement:** If you need to get a paper copy of your statement, you may do so by calling the number(s) previously listed. See the Schedule for applicable charges.

**Member Responsibilities:** It is your responsibility to keep the Credit Union apprised of your current email address. If email 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 picking up your statement. Statements will reside on the secure site for 90 days. 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".

**13. Notice When Amount of Preauthorized Payment(s) Vary.**

If you preauthorize the Credit Union to make payments to persons or companies other than the Credit Union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be. (When required, you must fill out an appropriate agreement with the Credit Union authorizing such payments, the terms of which are incorporated herein). You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or the amount falls outside certain limits that you set.

**14. Liability For Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or

from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- f. You have not properly followed instructions for operation of the ATM or system.
- g. The funds in your account are subject to legal process or other similar encumbrance.
- h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- i. 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.

**15. 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.

**16. In Case of Errors or Questions About Transactions.**

In case of errors or questions about your electronic transfers, telephone us at (843) 448-2133, (888) 448-2133 toll free or write us at PO Box 780004, Myrtle Beach, SC 29578-7804, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA® Credit Card Agreement for a description of your rights). We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

1. Tell us your name and account number.
2. Describe the transfer you are unsure about, and include to the extent possible, the type, date and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in this Agreement and Disclosure. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten

(10) business days of receiving the error notice, and will inform you, within two (2) 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. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (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 ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

**Special Rules for Provisional Credit for VISA® Check Card Transactions.**

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

17. **Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.
- Special Notice to VISA® Check Card holders. If there is an unauthorized use of your VISA® Check Card or an Internet transaction, and the transaction takes place on the VISA® network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA® commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. See limitations applicable to Non-PIN transactions earlier in this

agreement. For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50.00 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number or address listed on the front cover of this booklet. If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

18. **Reporting A Lost Card, Access Device, PIN.** If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Booklet or the Schedule. If you recovered your Card/Access Device after you have notified us, DO NOT USE IT.
19. **Visa Account Updater (VAU).** Merchants that participate in the Visa Account Updater (VAU) program will receive updated cardholder information for recurring VISA debit card and/or credit card transactions. Information such as your expiration date, card number (if the original card was lost/stolen or transferred), and closed card notifications are updated daily and communicated directly to **participating merchants** with whom you have recurring payments. This service applies to both recurring VISA debit card and VISA credit card payments. As a result, you may no longer have to contact **participating VAU** merchants to update your card information, which may help prevent disruption of your recurring payments. You may opt out of this feature at any time by contacting Carolina Trust FCU at 843-448-2133.

## FUNDS AVAILABILITY

Carolina Trust Federal Credit Union will notify the member at the time of deposit of any imposed delay of availability and will indicate when funds will be available. If the deposit is not made in person, such as by mail, or the decision to place a hold is made after the member has left the premises, then notification of delayed availability will be sent no later than the next business day. The length of the delay is counted in business days from the day after the deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. With the exception of deposits made at ATM's and night depositories, any business day during which deposits are made in person will be considered to be the day of deposit. However, if a deposit made on a day that Carolina Trust Federal Credit Union is not open, the deposit will be considered made on the next business day the Credit Union is open. The length of the delay varies depending on the type of deposit. Also, in the event that Carolina Trust Federal Credit Union is closed on a day during which funds would otherwise be available, those funds will be available the next day the Credit Union is open.

Longer Delays May Apply: In some cases, the credit union will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. The delay of availability for check deposits will depend on type of check you deposit. The first \$225.00 of your deposit will be available on the first business day after the day of the deposit.

## TRUTH-IN-SAVINGS ACT DISCLOSURE

### REGULAR SAVINGS ACCOUNT/JOINT SAVINGS ACCOUNT (SHARE SAVINGS)

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the dividends.

**Minimum balance requirements:** You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** During any 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 or automatic transfer or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

**Par value of a share:** The par value for a Regular Share Account in this account is \$25.00. The par value for a Joint Share Account is \$50.00.

**Fees and charges:** An excessive withdrawal fee will be charged for each withdrawal in excess of four during a month. An account closing fee will be charged each time an account is closed within 90 days of opening. An account reopening fee will be charged each time an account is reopened after 90 days of closing. See Schedule for specific charges.

### GOAL CLUB SAVINGS ACCOUNT (Ages Newborn to 17) (SHARE SAVINGS)

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend

period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:** You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** During any 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 or automatic transfer or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.

**Par value of a share:** The par value of a share in this account is \$25.00.

**Fees and charges:** An excessive withdrawal fee will be charged for each withdrawal in excess of four during a month. An account closing fee will be charged each time an account is closed within 90 days of opening. An account reopening fee will be charged each time an account is reopened after 90 days of closing. See Schedule for specific charges.

### IRA SAVINGS ACCOUNT (SHARE SAVINGS)

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:** The minimum balance required to open this account is \$5.00.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

### CHRISTMAS CLUB ACCOUNT

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates.

The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:** The minimum balance required to open this account is \$5.00.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Fees and charges:** A Christmas Club withdrawal fee will be charged for each withdrawal after the seventh day the account is open.

**Additional information:** Funds will be disbursed no later than the first business day of November to a savings or checking account. See Schedule for specific charges.

### DIRECT CHECKING AND 50+ CHECKING ACCOUNT (SHARE DRAFT)

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates.

The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements (for Direct Checking):** You must maintain a minimum daily balance of \$250.00 in your account each day to obtain the disclosed annual percentage yield.

**Minimum balance requirements (for 50+ Checking):** You must maintain a minimum daily balance of \$250.00 in your account each day to obtain the disclosed annual percentage yield. You must maintain an average daily balance of \$2,500.00 in any combination of savings and checking accounts (Regular Savings, Checking, IRA's Money Market, or Certificate accounts) in order to obtain a 10 basis point increase in the disclosed annual percentage yield. (Example: APY .25 on a minimum

balance of \$250.00. Combined balances of \$2,500.00 APY will be .35.)

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

#### **FREE CHECKING ACCOUNT/STUDENT CHECKING/ GOAL CLUB CHECKING ACCOUNT (SHARE DRAFT)**

**Rate Information:** This account does not pay dividends.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** There are no transaction limitations on this account.

#### **MONEY MARKET CHECKING ACCOUNT / MONEY MARKET REWARDS (Discontinued)**

**Rate Information:** The dividend rate and annual percentage yield may change at any time. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements (Money Market):** The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a minimum balance fee and to obtain the disclosed annual percentage yield.

**Minimum balance requirements (Money Market Rewards):** The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a minimum balance fee. In order to obtain the disclosed annual percentage yield, you must maintain a minimum daily balance of \$2,500.00, have eStatements, and a Carolina Trust checking account with a monthly direct deposit of at least \$300.00.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** During any month, you may not make more than three withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction or similar order to a third party. If you exceed

the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

**Fees and charges:** A monthly account maintenance fee will apply if your account falls below the required minimum balance anytime during the month. An excessive withdrawal fee will be charged for each withdrawal in excess of three during a statement cycle. See Schedule for specific charges.

#### **ENCORE CHECKING (SHARE DRAFT)**

**Rate Information:** This account does not pay dividends.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Transaction limitations:** The following deposit restrictions apply on this account (1) Deposits made by checks must be deposited to the primary savings account. (2) The item deposited will be subject to an extended check hold, unless the item is a well known company's payroll check. (3) The only allowable items for deposit to the checking account are cash or ACH deposit. (4) Accountholders are not allowed to use shared branching.

**Fees and charges:** A monthly service fee will be charged on the last day of each month regardless of balance. See Schedule for specific charges.

#### **HEALTH SAVINGS CHECKING ACCOUNT SINGLE or FAMILY**

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:** You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** These checking accounts are eligible for overdraft protection from a qualifying Health Savings Account. There are annual maximum contributions that can be made to this account. Please visit the Internal Revenue Service website at [www.irs.gov](http://www.irs.gov) for these contribution limits. There is one annual maximum contribution amount allowed for an HSA owner, whether you have a Health Savings Account or a Health Savings Checking Account, or both.

#### **HEALTH SAVINGS ACCOUNT SINGLE or FAMILY**

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:** The minimum balance required to open this account is \$5.00.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** You may not make any withdrawals or transfers to another credit union account of yours, except to your Health Savings Checking account. During any month, you may not make more than six withdrawals or transfers to your Health Savings Checking account, or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. There are annual maximum contributions that can be made to this account. Please visit the Internal Revenue Service website at [www.irs.gov](http://www.irs.gov) for these contribution limits. There is one annual maximum contribution amount allowed for an HSA owner, whether you have a Health Savings Account or a Health Savings Checking Account, or both.

#### **BUSINESS SAVINGS ACCOUNT (SHARE SAVINGS)**

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31. If you close your account before the dividends are paid, you will not receive the dividends.

**Minimum balance requirements:** You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a

daily periodic rate to the balance in the account each day.  
**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:** During any 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 or automatic transfer or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the Credit Union.

**Par value of a share:** The par value in this account is \$50.00.

**Fees and charges:** An excessive withdrawal fee will be charged for each withdrawal in excess of four during a month. An account closing fee will be charged each time an account is closed within 90 days of opening. An account reopening fee will be charged each time an account is reopened after 90 days of closing. See Schedule for specific charges.

#### **BASIC BUSINESS CHECKING (SHARE DRAFT)**

**Rate Information:** This account does not pay dividends.

**Minimum balance requirements:** You must maintain a daily balance of \$100.00 in your account each day to avoid a minimum balance fee. See Schedule for specific charges.

**Fees and charges:** A monthly account maintenance fee will apply if your account balance falls below the required minimum balance anytime during the month. The first 300 deposited items are no charge; any item exceeding this limit will be subject to a per item fee. See Schedule for specific charges.

#### **BUSINESS PLUS CHECKING (SHARE DRAFT)**

**Rate Information:** Account balances greater than \$500.00 earn 5 basis points higher than the dividend rate for Direct Checking. The annual percentage yield is subject to adjust monthly.

**Minimum balance requirements:** The minimum balance required to open this account is \$250.00. You must maintain a daily balance of \$500.00 in your account each day to avoid a minimum balance fee. See Schedule for specific charges.

**Fees and charges:** A monthly account maintenance fee will apply if your account falls below the required minimum balance anytime during the month. See Schedule for specific charges.

#### **COMMON FEATURES OF ALL ACCOUNTS**

- 1. Nature of Dividends.** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the "Schedule" are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period
- 2. National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally

insured by the National Credit Union Share Insurance Fund.

- 3. Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.
- 4. Fees and Charges.** The fees and charges set forth in the Schedule may be assessed against your account(s).
- 5. Par Value Requirements.** The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Schedule. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account.