



MEMBERSHIP & ACCOUNT AGREEMENT

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Membership and Account Agreement

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by the 1st Advantage Federal Credit Union. In this Agreement, the words "you" and "yours" mean anyone who signs a Membership Application (Account Card). The words "we," "us," and "our" mean 1st Advantage Federal Credit Union (Credit Union). The word "account" means any one or more share or other accounts you have with the Credit Union. The classification and form of ownership of your accounts is set forth on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, Funds Availability Policy Disclosure, the Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedule), and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments of these documents from time to time which collectively govern your Membership and Accounts.

1. Membership Eligibility. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must meet any other membership qualifications as required by the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit-reporting agencies, to verify your eligibility for the accounts and services you request. "If I have caused 1st Advantage Federal Credit Union to incur any loss due to my activities or *if any account at 1st Advantage is maintained by me in a manner that 1st Advantage, in its sole discretion, deems contrary to sound financial practices*, I agree that 1st Advantage Federal Credit Union may terminate all accounts or services which I may receive from 1st Advantage with the exception of my Regular Share account."

2. Member Identification Requirements. 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. *What this means to you:* When you open an account, we will ask for your name, street address, date of birth and other information that will allow us to identify you. We will also ask for picture I.D. (driver's license, military I.D. or passport) and/or other identifying information. In some cases, identification will be requested for current account holders if original documentation was not obtained with the opening of the account. In all cases, protection of our members' identity and confidentiality is our pledge to you. We proudly support all efforts to protect and maintain the security of our members and our country.

3. Single Party Accounts. A single party account is an account owned by one member including any individual, trust or other organization qualified for credit union membership. If the account is a single party account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal request of an owner's or owner's agent's prior to notice of an owner's death.

4. Joint Accounts. An account owned by two or more persons is a Joint Account.

- Rights of Survivorship.** For a joint account with rights of survivorship, upon the death of one of the owners, that person's interest will pass to the surviving owners. For a joint account without rights of survivorship, the interest of a deceased owner will pass to the decedent's estate. Unless otherwise stated on the Account Card, a joint account is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owners.
- Control of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each joint account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on the account, transfer, or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner(s) and the Credit Union shall have no duty in such event to notify any other account owner(s). The Credit Union reserves the right, at any time, to require written consent of all account owners for a change of ownership or termination of a joint account. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instruction from them, the Credit Union may suspend or terminate the account, require a Court Order to act or require that all account owners agree in writing to any transaction concerning the account.
- Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the account.

5. POD/Trust Accounts. A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD or trust beneficiary designated on your Account Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD or trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

6. Living Trust. A trust account and all sub-shares listed under that account number are owned solely by the living trust named as the primary owner of said account. Upon request of the Credit Union, the trustee (whether one or more) signed below agrees to provide complete copies of all trust documents, including any amendments. All statements and notices regarding accounts will be mailed to the address listed for the trust unless the Credit Union receives written notification of a different address. The Credit Union is authorized to comply with the directions

of any one trustee concerning any transaction or instruction on an account. This authorization includes, but is not limited to: complying with orders in writing, by telephone, or electronically for the transfer or withdrawal of funds; certifying or paying funds to any party by draft, check, internal or electronic transfer; cashing checks and drafts payable to the trust and endorsed by any one trustee, dispersing a portion of any deposit of such checks and drafts in cash or accepting such checks and drafts for negotiation; and pledging, assigning or granting a security interest in all or part of the funds on deposit to secure any obligation to the Credit Union. Requests for withdrawal, orders for payment or other transactions on the trust's account(s) evidenced by a trustee's signature may be honored even if the trustee omits the title "trustee" from his or her signature or otherwise fails to indicate a representative capacity, the intent being that the trustee is acting in a representative capacity. The authorization and certifications made in the membership application shall continue in effect until the Credit Union receives written notification of a change from a trustee. The Credit Union shall have no duty to inquire about the use or purpose of any transaction unless the Credit Union has actual knowledge that a trustee is acting without authority. The Credit Union reserves the right to require written consent of all trustees for any transaction on an account. If the Credit Union receives notice concerning a dispute over an account or inconsistent instructions from trustees, the Credit Union may suspend or terminate the account or require a court order or written consent from all trustees to act. The trustee(s), personally and as representative for the trust, agrees to indemnify and hold the Credit Union harmless from any and all claims, suits, actions, damages, judgments, liability, losses, costs, charges and expenses, including court costs and attorney's fees that the Credit Union shall or may sustain resulting from a trustee's misconduct or misrepresentation. Successor trustee(s) shall assume the role and responsibilities of the trustee according to provisions set forth in separate document(s) creating and governing the trust. Successor trustee(s) must provide evidence documenting authority to assume the role and responsibilities of a trustee. On behalf of the named trust, the trustee(s) signed on the membership agreement agree to the terms and conditions contained herein, including the Membership and Account Agreement, Truth-in-Savings Disclosure, Funds Availability Disclosure, and Privacy Notice Disclosure, as applicable, and to any amendments the Credit Union makes from time to time. The terms and conditions of those documents are incorporated herein. The trustee acknowledges receipt of a copy of the Membership and Account Agreement and Disclosures applicable to the accounts and services requested herein. If an access card or EFT service is requested and provided, the trustee agrees to the terms of and acknowledges receipt of the Electronic Funds Transfer Agreement. The Internal Revenue Services does not require consent to any provision of this agreement other than certifications required to avoid backup withholding.

7. Accounts for Minors. For any account established by a minor, the Credit Union reserves the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. The Credit Union 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. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any account owner. The Credit Union shall not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

8. Uniform Transfers/Gifts to Minors Account. A Uniform Transfers/Gifts to Minors Account (VUTMA/UGMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the gift is made is the owner and beneficiary of the funds. The custodian has possession and control of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits, to make withdrawals from, or to close the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.

9. Small Business/Organization Accounts. A small business account is established by or for the benefit of any solely owned business, husband and wife proprietorship, partnership, Sub-Chapter S corporation, organization, or any other profit-making or non-profit entity where the beneficial interest of the account is not lodged in individuals and is not established primarily for personal, family, or household purposes. The Credit Union has the sole right to determine whether an account should be listed as a small business or a personal account. Such small business accounts may be opened by the execution of an Account Resolution and appropriate Account Card. The terms and conditions of the resolution and any other document required by the Credit Union are incorporated into and made a part of these rules and regulations. The Credit Union reserves the right to determine that any business account has grown beyond its administrative capabilities and may require the account to be closed. The Unlawful Internet Gambling Enforcement Act (UIGEA) prohibits persons engaged in the business of betting or wagering from knowingly accepting payments for another engaged in unlawful gambling.

10. Variable Rate Share Accounts. A minimum deposit of \$5.00 (par value), as set forth on the Rate and Fee Schedule, is required to open a share (savings) account. There is no minimum balance required on any sub-share account (Christmas Club, Vacation Club, escrow or share draft (checking) account.) When a checking account is opened, we request that you deposit funds to cover your initial check order. The Credit Union offers personal checking accounts with no per check charge; service charge may apply. Fees will be charged for overdrafts and copies of cleared checks as set forth on the Rate and Fee Schedule.

The dividend rate and annual percentage yield (APY) quoted on the Rate and Fee Schedule are the rates paid on accounts for the previous quarter. Unless we quote an anticipated rate, then this is the rate that is expected to be paid at the end of the current quarter when the Board of Directors declares a dividend. Dividends will begin to accrue on the business day of the deposit. At the end of each quarter the Board of Directors will declare a dividend based on the current income and available earnings after required reserve transfers. Dividend rates and APY are subject to change quarterly. Dividends are calculated on the Average Daily Balance method. The average daily balance is determined by adding the principal in the account for each day of the dividend period and dividing that figure by the number of days in the period. A periodic rate is applied to the average daily balance for the period. Dividends are compounded and credited quarterly on the first day of the following quarter (January 1, April 1, July 1, October 1). The Credit Union may require a minimum balance on share and subshare accounts to earn dividends and the disclosed APY as set forth on the Rate and Fee Schedule. Any share or sub-share account closed before the end of the dividend period will forfeit any and all accrued dividends.

11. Money Market Checking Account Agreement. The words "I," "me," "my," "myself" mean each person signing the application for a Money Market checking account and/or Money Market Savings Account (MMSA). I authorize 1st Advantage Federal Credit Union (the Credit Union) to establish a Money Market checking account or MMSA (hereinafter referred to as "account") in my name, to pay checks signed by me, and to charge all such payments against the shares in my account, and I agree to be bound by the terms and conditions herein, now in effect, and as may be amended by the Credit Union from time to time. I also agree that:

- a. Minimum Balance Requirements: I am aware that the minimum balance required to open this account is \$2,500.00. I do not have to maintain a minimum balance anytime while this account is open.
- b. Daily Balance Computation Method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.
- c. Accrual of Dividends on Non-cash Deposits: Dividends will begin to accrue on the business day I place non-cash items (for example, checks) to my account.
- d. Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- e. Transaction Limitations: I can make 3 check withdrawals per month. A \$5.00 fee is charged for each additional check over 3. I can also make 3 cash withdrawals or transfers per month. If the total check/cash withdrawals or transfers exceed 6 during the month, a \$10.00 fee will be charged. If applicable, this is in addition to the \$5.00 fee charged for exceeding check withdrawals. The minimum amount that may be withdrawn per transaction is \$250.00. Rates & fees are subject to change without notice; see Rate & Fee Schedule.
- f. This account shall not be pledged as collateral or security for any purpose.
- g. Only check blanks and other methods authorized by the Credit Union now and in the future may be used to withdraw funds from the account. If so authorized by the Credit Union, the use by me of a personal identification number for such purpose shall constitute my signature.
- h. The Credit Union is not obligated to pay a check which exceeds the amount of the collected balance in this account. If on any day the available funds in my account are not sufficient to cover the checks and other debit items posted to my account, those checks and items will be handled in accordance with the Credit Union's normal overdraft policies and procedures. Each check or debit item will, in the Credit Union's sole discretion, be either paid, and thereby become an overdraft or returned unpaid. My account will be subject to the normal overdraft and returned-item charges then in effect. In the event this account is jointly held, each owner is liable to and will indemnify the Credit Union for each such check or debit item. In the event of an overdraft on this account, the Credit Union, in its sole discretion, may transfer funds from any other share account I hold (excluding IRA shares or IRA share certificates) to pay the overdraft.
- i. The Credit Union has the right to charge against any balance in this account any indebtedness owed by any person whose signature appears on the Membership Application.
- j. Paid checks become the Credit Union's property and will not be returned to me. Copies may be provided, if requested, for a nominal fee for each item.
- k. Should the Credit Union decline to pay any check, or if I instruct the Credit Union not to pay a check, the Credit Union shall not be liable, except for gross negligence, for any action it takes regarding payment or non-payment of a check. I will not date any check later than the date that I write it. If I do and the check is presented for payment before its date, the Credit Union, in its sole discretion, may return it unpaid, or pay it. If the Credit Union pays it, the Credit Union will charge my account. The Credit Union may, in its sole discretion, pay a check which has a date more than six months old.
- l. Funds received in this account will be subject to collection through normal banking channels and the Credit Union's hold policy.
- m. Any objection which I may have regarding an item shown on a periodic statement of this account shall be waived unless it is made in writing to the Credit Union before the expiration of 60 days after the statement has been mailed.
- n. This account shall also be subject to such other terms, conditions and assessments as the Credit Union may establish from time to time. Any terms, conditions or charges referred to in this Agreement may be changed at any time upon seven days' written notice mailed to my address of record. The Credit Union shall have the right to terminate this agreement without notice and without my consent if an unreasonable number of checks are returned because of insufficient or uncollected funds within any specified period, or if any account at the Credit Union is maintained by me in a manner that the Credit Union, in its sole discretion, deems contrary to sound financial practices. Any fees or charges mentioned herein may be determined by referring to the Credit Union's fee schedule. Copies are available by mail or at any branch office.

o. The Money Market Account dividend rates and annual percentage yield (APY) are subject to change daily. At the Credit Union's discretion, we may change the dividend rates for this account at anytime (see Rate and Fee Schedule).

p. Money Market Accounts earn dividends based on tiered rates. The average daily balance of the account during the dividend period must be within a tier to qualify for that dividend rate. MMA dividend rates are subject to change daily (see Rate and Fee schedule).

i. Compounding and Crediting: Dividends will be compounded based on the average daily balance method. Dividends accrue and post monthly and will be posted on the first day of the following month.

ii. 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 follows the ending date of a dividend period, and for the example above is February 1.

q. In the event that this account is closed during a dividend period, any and all dividends accrued during that period shall be forfeited.

r. If this is a jointly owned account (indicated by the signatures of two or more persons on the Membership and Account Agreement), the Credit Union is authorized to recognize any of these signatures for the payment of funds or the making of transactions of any type, including use of overdraft authority for Money Market checking accounts even though one of the signatories may not have been previously authorized to access the credit limit of the account providing overdraft protection to this account. I also agree that if I so elect, all sums deposited and all accumulations in this account shall be held as a joint account and shall be subject to the withdrawal or receipt of any owner, and the Credit Union shall not be liable for any payment made to any owner.

s. If I have an active line of credit account(s) now or in the future, and I also maintain a Money Market checking account, I may have overdraft protection on that account I have designated, unless this feature is declined by me. If I have an account with the Credit Union and have been granted overdraft protection, the Credit Union may, in its sole discretion, pay a check which exceeds the collected balance in my Money Market checking account provided I have sufficient unused credit available in my account. By having overdraft protection, I agree that the presentment of a check that exceeds the balance in my Money Market checking account shall constitute a request for payment of the check subject to my line-of-credit agreement which is incorporated herein by reference. Transfers made under my line-of-credit agreement shall be in the amount of the actual overdraft amount up to my credit limit for any checks that exceed the Money Market checking account balance. Should a check exceed this balance and be for an amount larger than the available account credit, the Credit Union's normal overdraft policy and procedures will be followed. The Credit Union may, at its option, and without increasing my authorized account limit, elect to pay the full amount of the check and treat such action as an additional loan, subject to repayment under the terms of my line of credit agreement.

t. If I have access to ATM service, I understand and agree that a Money Market checking account will be accessible by any ATM card issued under my account.

u. If I am the sole owner of this account, I agree that the entire balance upon my death will be distributed to my designated beneficiaries (not applicable to account titled as Revocable Living Trust). Upon the death of any joint owner, with the right of survivorship, the funds in the account belong to the surviving owner(s). Upon the death of any joint owner without survivorship, the Credit Union may, upon request, pay any funds in the account to any surviving joint owner(s), or to the representative or heirs of the deceased owner. Ownership of the funds will be determined between these parties.

v. The laws of the Commonwealth of Virginia and the Uniform Commercial Code shall govern this account.

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Substitute Checks and Your Rights. What is a substitute check?

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

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

What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to (amount, not lower than \$2500.00) of your refund (plus interest if your account earns interest) within (number of days, not more than 10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (number of days, not more than 45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (contact information, for example phone number, mailing address, e-mail address). You must contact us within (number of days, not less than 40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

MEMBER REWARDS MONEY MARKET (SDRMM) TRUTH AND SAVINGS

Rate Information. The dividend rates and annual percentage yields are variable and subject to change daily. At our discretion, we may change the interest rates for your account at anytime. Your money earns dividends based on qualified and non-qualified (other) account rates (see *Rate & Fee Schedule*).

Qualified Accounts: Member has 10 signature based VISA Check Card transactions OR 2 - 1st Advantage Bill Pay transactions each month OR \$25,000 in combined loan balances (excludes 1st Mortgages).

Un-qualified Accounts: Member does not have any of the requested qualifications.

Opening Balance Requirement: This account can be opened without a balance.

Compounding and Crediting: Dividends will be compounded daily. Dividends will be credited to the account on the first day of each 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 follows the ending date of a dividend period, and for the example above is February 1.

Minimum Balance Requirements: This account does not have a minimum account balance.

Daily Balance Computation Method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends on Non-cash Deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Transaction Limitations: The member can make a total of 6 cash withdrawals or transfers per month. If the total cash withdrawals or transfers exceed 6 during the month, a \$10.00 fee will be charged. There is no minimum amount that may be withdrawn per transaction.

Member Rewards Money Market (SDRMM) Account Agreement

The words "I," "me," "my," "myself" mean each person signing the application for a Member Rewards Money Market account. I authorize 1st Advantage Federal Credit Union (the Credit Union) to establish a Member Rewards Money Market (hereinafter referred to as "account") in my name and I agree to be bound by the terms and conditions herein, now in effect, and as may be amended by the Credit Union from time to time. I also agree that:

- a. I am required to have the above qualifications to open this account.
- b. I am 18 years of age or a high school student with a parent or guardian joint on the account.
- c. Personal Checks can not be written off this account (not a draft account).
- d. This account shall not be pledged as collateral or security for any purpose.

- e. Only methods authorized by the Credit Union now and in the future may be used to withdraw funds from the account. If so authorized by the Credit Union, the use by me of a personal identification number for such purpose shall constitute my signature.
- f. The Credit Union is not obligated to pay a debit which exceeds the amount of the collected balance in this account. If on any day the available funds in my account are not sufficient to cover the debit items posted to my account, those items will be handled in accordance with the Credit Union's normal overdraft policies and procedures. Each debit item will, in the Credit Union's sole discretion, be either paid, and thereby become an overdraft or returned unpaid. My account will be subject to the normal overdraft and returned-item charges then in effect. In the event this account is jointly held, each owner is liable to and will indemnify the Credit Union for each such debit item. In the event of an overdraft on this account, the Credit Union, in its sole discretion, may transfer funds from any other share account I hold (excluding IRA shares or IRA share certificates) to pay the overdraft.
- g. The Credit Union has the right to charge against any balance in this account any indebtedness owed by any person whose signature appears on the Membership Application.
- h. Funds received in this account will be subject to collection through normal banking channels and the Credit Union's hold policy.
- i. Any objection which I may have regarding an item shown on a periodic statement of this account shall be waived unless it is made in writing to the Credit Union before the expiration of 60 days after the statement has been mailed.
- j. This account shall also be subject to such other terms, conditions and assessments as the Credit Union may establish from time to time. Any terms, conditions or charges referred to in this Agreement may be changed at any time upon seven days' written notice mailed to my address of record. The Credit Union shall have the right to terminate this agreement without notice and without my consent if an unreasonable number of checks are returned because of insufficient or uncollected funds within any specified period, or if any account at the Credit Union is maintained by me in a manner that the Credit Union, in its sole discretion, deems contrary to sound financial practices. Any fees or charges mentioned herein may be determined by referring to the Credit Union's fee schedule. Copies are available by mail or at any branch office.
- k. The Money Market Account dividend rates and annual percentage yield (APY) are subject to change daily. At the Credit Union's discretion, we may change the dividend rates for this account at anytime (see Rate and Fee Schedule).
- l. In the event that this account is closed during a dividend period, any and all dividends accrued during that period shall be forfeited.
- m. If this is a jointly owned account (indicated by the signatures of two or more persons on the Membership and Account Agreement), the Credit Union is authorized to recognize any of these signatures for the payment of funds or the making of transactions of any type, including use of overdraft authority for Money Market accounts even though one of the signatories may not have been previously authorized to access the credit limit of the account providing overdraft protection to this account. I also agree that if I so elect, all sums deposited and all accumulations in this account shall be held as a joint account and shall be subject to the withdrawal or receipt of any owner, and the Credit Union shall not be liable for any payment made to any owner.
- n. This account is not eligible to have an Overdraft or Overdraft Line Of Credit.
- o. If I have access to ATM service, I understand and agree that a Money Market account will be accessible by any ATM card issued under my account.
- p. If I am the sole owner of this account, I agree that the entire balance upon my death will be distributed to my designated beneficiaries (not applicable to account titled as Revocable Living Trust). Upon the death of any joint owner, with the right of survivorship, the funds in the account belong to the surviving owner(s). Upon the death of any joint owner without survivorship, the Credit Union may, upon request, pay any funds in the account to any surviving joint owner(s), or to the representative or heirs of the deceased owner. Ownership of the funds will be determined between these parties.
- q. The laws of the Commonwealth of Virginia and the Uniform Commercial Code shall govern this account.

12. Term Share Certificates. Any time deposit or share certificate account allowed by state law (Time Account), whichever is offered by the Credit Union, is subject to the terms of this Agreement and the specific terms and disclosures set forth on the Rate and Fee Schedule and Account Deposit Receipt for each account which is incorporated herein by reference.

The minimum deposit required to obtain a share certificate is \$500.00. Dividends (based on average daily balance) on share certificates will be compounded and credited into the certificate on the first day of the following month. Members may elect to receive accrued share certificate dividends monthly by transfer to a share or sub-share account. Annual Percentage Yield assumes funds remain on deposit until maturity. Electing to receive dividends monthly, instead of quarterly compounding, will reduce the Annual Percentage Yield (APY) on your account.

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 follows the ending date of a dividend period, and for the example above is February 1.

A penalty will be assessed on share certificates closed prior to maturity as quoted on the Rate and Fee Schedule, 90 days dividends on certificates with maturity of less than 12 months, 180 days dividends on certificates with maturity of 12 or more months. Accrued dividends will post prior to assessment of penalties. Penalties will be assessed on the entire balance of the share certificate at the time of withdrawal. Assessment of penalties may result in loss of principal.

Unless otherwise designated, share certificates will automatically renew at maturity. Certificates will renew at the current rate for the same term. Upon maturity, a grace period of 10 business days will be allowed for withdrawals without assessing a penalty. In the event a certificate does not automatically renew, the certificate will be paid into the share account.

13. Power of Attorney and Agency Designation.

- a. Power of Attorney. The Credit Union has the right to review and approve any form of Power of Attorney and to require subsequent evidence as to the current effectiveness of any Power of Attorney, including but not limited to periodic affidavits of any attorney-in-fact.
- b. Agency Designation. An agency designation is an instruction to the Credit Union that the account owner has authorized another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account or Credit Union voting rights. The Credit Union has no duty to inquire of the use or purpose of any transaction by the agent.

14. Deposit of Funds Requirements. Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule.

- a. Endorsements. You authorize the Credit Union, in its 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 they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements of any owners if the Credit Union chooses to supply such endorsements. If insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the Credit Union 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 1 ½ inches from the top edge. The Credit Union 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 the Credit Union due to the delay or error.
- b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for the negligence of any correspondent or for a loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.
- c. Final Payment. All items or ACH (Automated Clearing House) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return item charge on your account. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.
- d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union 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. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on Credit Union holidays and on days that are not business days of the Credit Union will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn on an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

15. Account Access.

- a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., draft, automated teller machines (ATMs), in person, by mail, automatic transfer, or telephone, as applicable). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any draft that is not drawn on the form provided by the Credit Union. In any event, the Credit Union reserves the right to restrict any withdrawals or transfers from your account, provided the Credit Union shall not be liable for any damages arising from any action it takes regarding either (i) withdrawals or transfers; or (ii) payments or nonpayments of a share draft, except for those damages which may arise solely as a result of the Credit Union's negligence.
- c. ACH & Wire Transfers. You may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives the final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. 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. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA).
- d. Credit Union Examination. The Credit Union may disregard information on any draft or check other than the signature of the drawer, amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

16. Account Rates and Fees. The Credit Union's payment of earnings on your account is subject to the account rates and fees, payment and balance requirements as set forth on the Rate and Fee Schedule. The Credit Union may charge you fees for accounts and services provided by the Credit Union. The fees and charges that may be assessed against your account are set forth on the Rate and Fee Schedule. You agree the Credit Union may change the Rate and Fee Schedule at any time, and you will be notified of such changes as required by law.

17. Transaction Limitations.

- a. Withdrawal Restrictions. The Credit Union may permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds will be subject to a service charge, set forth on the Rate and Fee Schedule. If there are sufficient funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases, for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures any obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.
- b. Regulation D Limitations. For share savings (savings) accounts, 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 calendar month. 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: (i) transfer for the purpose of repaying loans and associated expenses at the same depository institution; (ii) withdrawals or transfers among accounts of the same person at the same credit union when made by mail, messenger, ATM, or in person; (iii) withdrawals made by telephone instruction that result in a check being mailed to the member. If a transfer request would exceed the transfer limitation set forth above in any statement period, the Credit Union may refuse or reverse the closure by the Credit Union, and the Credit Union may impose a charge, if any, as set forth in the Rate and Fee Schedule.

18. Overdrafts.

- a. Overdraft Liability. If on any day, the funds in your share draft (checking) account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds draft. Your account will then be subject to a charge for the item whether paid or returned as set forth on the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the Credit Union pays a draft or imposes a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- b. Courtesy Pay Program. 1st Advantage Federal Credit Union is committed to providing excellent service. Therefore, the Credit Union, in its sole and absolute discretion, may elect to pay a Non-Sufficient Funds item ("NSF item") drawn on your personal checking account (a checking account primarily used for personal, family, or household purposes) if that account has been open for at least 90 days and the Credit Union considers you and your account to be in good standing.

Good standing may include any or all of the following criteria:

- You make regular deposits to your personal checking account in amounts generally sufficient to pay your checks or other items on a consistent basis;
- You are not in default on any loan or obligation that you owe to the Credit Union;
- Your account is not subject to any legal or administrative order or levy.

Your personal checking account will not be overdrawn by more than \$500.00 for premier checking, \$400.00 for preferred checking and \$300.00 for basic checking including applicable fees after the Credit Union pays the NSF item and all applicable fees including, without limitation, non-sufficient fund/overdraft fees, as set forth in the Credit Union's Membership and Account Agreement and Rate and Fee Schedule.

Courtesy Pay is not an overdraft line of credit. 1st Advantage FCU is not obligated to pay any check, pre-authorized payment order, or other item drawn on your account if your account does not contain sufficient funds when the NSF item is presented for payment. Courtesy Pay will apply only if the Credit Union elects to pay your NSF item rather than to return it unpaid. If the Credit Union elects to pay an NSF item, you agree to pay the Credit Union the amount of your overdraft, plus all applicable fees, immediately without further notice or demand. The Credit Union's election to pay an NSF item does not obligate the Credit Union to pay any other NSF item. The Credit Union is not obligated to provide prior written notice of its decision to pay or not to pay an NSF item.

1st Advantage FCU's Courtesy Pay is non-contractual and can be changed or withdrawn at any time without notice, including but not limited to when, in the Credit Union's assessment, a member is using Courtesy Pay in either a fiscally irresponsible manner or in lieu of obtaining an appropriate credit device.

You and each Authorized Signer on your account will be liable for each NSF item paid by the Credit Union as provided in your Membership and Account Agreement and Rate and Fee Schedule. The Credit Union may (without prior notice and when permitted by applicable law) setoff the funds in your account against any due and payable debt you owe the Credit Union now or in the future. In the case of a joint account, each joint depositor agrees that the Credit Union may use the money in the account to satisfy any of his or her individual or joint obligations.

It is the policy of the Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Your Membership and Account Agreement and Rate and Fee Schedule control the duties, obligations and rights of the Member, the Authorized Signatories and 1st Advantage FCU with regard to your share accounts. Your Membership and Account Agreement and Rate and Fee Schedule are referenced for all purposes as if they were set forth verbatim, and their terms shall control any possible conflict between any provisions of this Courtesy Pay Policy and the Membership and Account Agreement and Rate and Fee Schedule.

- c. Overdraft Protection Plan. If we have approved an overdraft protection plan for you, we will honor drafts drawn on insufficient funds in your account by transferring the necessary funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. Transfers from an account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

19. Postdated and Staledated Drafts. You authorize us to accept and pay any draft without regard to the date of the draft, even if the draft is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the draft, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the

draft. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the draft before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the draft. You may make an oral notice which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.

20. Stop Payment Orders.

- a. Stop Payment Request. You may ask the Credit Union to stop payment on any draft you or any account owner draw upon your share draft account. You may request a stop payment by telephone, by mail, or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the draft to the Credit Union, and to assist the Credit Union in legal action taken against the person.
- b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.
- c. Liability. The Credit Union may charge a fee for each draft for which a stop payment order is requested, as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any joint account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

21. Credit Union Liability. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages, except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. You grant the Credit Union the right, in making payments of deposited 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.

22. Credit Union Lien and Security Interest. To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any Credit Union account in which you have an ownership interest, regardless of the source of the funds, unless prohibited by law. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

23. Legal Process. If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the levy. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

24. Account Information. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is in compliance with the law, government agencies or court orders; (4) you give us your written permission.

25. Notices.

- a. Name or Address Changes. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union requires any notice from you to be provided in writing; however, we may accept oral notices of a change of address. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Rate and Fee Schedule.
- b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in terms, rates, or fees as required by law. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.
- c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

26. Taxpayer Identification Numbers and Backup Withholding. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of dividends, interest, and certain other payments under certain conditions. Associations, Subchapter S Corporations and organizations are required to have an Employer Identification Number (EIN). The Credit Union at its option may open such an account if proof of EIN is provided. Your failure to furnish a correct taxpayer identification number (TIN or EIN) or meet other applicable requirements may result in backup withholding. If you fail to provide your TIN, the Credit Union may suspend the opening of your account until a TIN is provided.

27. Statements.

- a. Contents. If the Credit Union provides a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a joint account. For share drafts (checking) accounts, you understand that your original draft, when paid, becomes property of the Credit Union and will not be returned to you, but copies may be retained by the Credit Union or Federal Reserve and made available upon your request. The Credit Union may impose a nominal fee for copies of periodic statements according to the rates set forth on the Rate and Fee Schedule. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.
- b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered or unauthorized items drawn on your account if (1) you fail to notify the Credit Union within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the above time limit for notifying the Credit Union of any errors.

28. Inactive Accounts. If your account falls below the minimum applicable balance and you have not made a withdrawal from, deposit to, or transfer involving your account for more than the period specified on the Rate and Fee Schedule and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as a dormant account. Unless prohibited by applicable law, the Credit Union may charge a service fee for continuing to process your dormant account as set forth on the Rate and Fee Schedule. The Credit Union will notify you, as required by law, at your last known address prior to imposing any fee. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, the Credit Union reserves the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

29. Special Account Instructions. You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or other protection.

30. Termination of Account. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the

account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union. You may terminate any single party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all joint account owners for termination of a joint account. The Credit Union is not responsible for payment of any draft, withdrawal, or other item after your account is terminated; however, if the Credit Union pays an item after termination, you agree to reimburse the Credit Union for the payment.

31. Termination of Membership. You may terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason consistent with the Credit Union's Bylaws and allowed by applicable law, including causing a loss to the Credit Union.

32. Death of Account Owner. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union is notified of the member's death. Once the Credit Union is notified of a member's death, the Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the drafts or other items. You agree the Credit Union can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

33. VISA Check Card/ATM Terms and Conditions

A Check Card/ ATM request must be signed before a Check Card/ ATM and personal identification number (PIN) can be issued.

The signing of a 1st Advantage Federal Credit Union request for a Check Card/ ATM and personal identification number form shall indicate your assent to these terms and conditions and to any modification thereof. Any such modification shall become effective and be binding 15 days after notice of the modification is posted in the office of the Credit Union except where the Federal Electronic Fund Transfer Act provides otherwise.

Co-applicants must be joint on the primary member's account.

Applicants must be 18 years of age or have the signature of a parent or legal guardian on both the primary account and the Check Card/ATM request. If using a legal guardian, proof of guardianship must be supplied.

Personal identification numbers must not be carried with the Check Card/ATM, in any form, at any time.

All Check Card/ATMs must be surrendered prior to closing the primary account.

All correspondence will be mailed to the address shown on the permanent files of the Credit Union. It is the responsibility of the member to keep this information current. Check Card/ATMs may be inactive if one of the following situations exists:

- Card(s) is lost or stolen;
- Past due loan account;
- Past due credit card account;
- Repeated negative balance in any share or share draft account;
- Outstanding or repeated non-sufficient funds checks, or
- Other situations the Credit Union deems reasonable.

If the Credit Union suffers a loss due to a lost or stolen card, a delinquent account, or a negative balance, future use of the Check Card/ ATM network may be denied.

Negative account balance must be paid upon receipt of notification from the Credit Union.

There will be a fee for abusive usage, including fraudulent deposits and transactions causing a negative balance. If unpaid, a certified demand letter will be mailed and, if necessary, subsequent legal action will be taken, with attorney fees and costs charged to the member. Unpaid delinquent accounts and fraudulent activity will be reported.

Check Card/ATM accounts may be made inactive for a minimum of seven days when a Check Card/ATM is lost or stolen.

The Credit Union reserves the right to deny access to the ATM network if:

- The card is lost or stolen with the PIN number, or
- The Credit Union can prove the card and number are being carried together. This includes attempts to disguise the number among other numbers or other attempts to hide the number in the vicinity of the card.

Lost or stolen cards will be replaced at no charge if a police report has been filed and a report number is presented to the Credit Union. If no police report is filed, the member may be charged to obtain a replacement card.

Check Card/ATM will be replaced if damaged from NORMAL use at no charge to the member.

Cards that are damaged from other than normal use may be replaced at a cost to the member.

Final credit of all deposits and payments made by you at an ATM terminal is subject to verification by authorized personnel. The actual amounts deposited and paid may vary from the figure shown on the receipt you received at the time of the deposit or payment.

Each Check Card/ATM issued by us remains our property, is not transferable, and may be cancelled or revoked by us at any time without notice. In the event of cancellation or revocation, your card must be surrendered to us upon demand. If you attempt to use your card after it has been cancelled or revoked, it will be retained. For your protection, your Check Card/ATM also may be retained in situations where it appears to us that there is or may be a danger of loss, theft, or unauthorized use.

No electronic fund transfer may be made and no transaction that you attempt to initiate will be completed if your Check Card/ ATM is damaged, has expired, has been cancelled or revoked, or is retained for any reason. You may not be able to conduct transactions at an ATM terminal if:

- Your share draft account is overdrawn;
- 1st Advantage Federal Credit Union is holding a non-sufficient fund check that was validated by use of your Check Card/ATM but which was not honored when presented for payment; or
- You have reached or your request would exceed the withdrawal limits referred to under the Courtesy Pay agreement or Over draft Protection Loan.

We reserve the right at any time and without notice (except as required by the Federal Electronic Fund Transfer Act) to eliminate any or all of the services that currently are available to you by use of your Check Card/ ATM or to add new services.

To the extent applicable, the rules and regulations governing your account(s) with us also apply to your use of your Check Card/ATM. These terms and conditions are subject to and governed by all applicable present and future provisions of state and federal laws and Federal Reserve Board regulations, and from time to time, shall be deemed automatically amended to the extent necessary to comply therewith.

34. Regulation E Disclosures. This disclosure governs any Electronic Funds Transfer made by you, or anyone authorized by you through your Account(s) at 1st Advantage Federal Credit Union. The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference. In this disclosure "Card" refers to either your ATM card(s) and/or VISA CHECK card(s) issued by 1st Advantage Federal Credit Union. Check card means only your VISA CHECK card. "You," "your" and "yours" refer to each person to whom the card is issued or to anyone you authorized to use the card. "We," "us" and "ours" refer to 1st Advantage Federal Credit Union. "Account(s)" shall refer to your share draft/checking account, share account or other accounts that may be accessed through the use of your card, phone, Advantagenet and electronic checks.

Electronic Device/ Internet Transactions. Electronic Devices allow you to complete routine transactions with 1st Advantage Federal Credit Union such as withdrawals, transfers, loan advances, loan payments, balance inquiries by Electronic Device, and Electronic Check Conversions (includes Call-a-Teller and Advantagenet (Home Banking)).

1. **USING THE CARDS.** Any financial service provided by 1st Advantage Federal Credit Union may be used for any transaction permitted by law. I agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at 1st Advantage Federal Credit Union's discretion. I further agree, should illegal use occur, to waive the right to use 1st Advantage Federal Credit

Union for such illegal activity directly or indirectly related to it. I also agree to indemnify and hold 1st Advantage Federal Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use."

2. **FOREIGN TRANSACTION FEE (FTF)** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Visa. The rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A fee of up to 1% will be charged on all transactions completed outside of the United States where the cardholder's country code differs from the merchant's country code. A fee of up to 1% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

3. LIMITS AND RULES ON TRANSFERS FOR ATM CARDS

Adult Account: You may access your account(s) by ATM and/or Point-of- Sale terminals at participating merchants using your ATM card and personal identification number to:

- Make deposits to share draft/checking account(s) with an ATM card.
- Make deposits to share account(s) with an ATM card.

- You may withdraw no more than \$500.00 in cash, per business day, in combination with ATM withdrawals from your share draft/ checking account and share account(s). If you use your ATM card to make purchases at Point-of-Sale Terminals (participating merchants STAR and VISA), your daily limit is \$500.00. (For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$100.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.

Get information about:

- The account balance of your share draft/checking account(s) with an ATM card.
- The account balance of your share account(s) with an ATM card.
- Make payments from share draft/checking account(s) to loan accounts with us. The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

iCount Checking Account Without Direct Deposit: You may access your account(s) by ATM and/or Point-of-Sale terminals at participating merchants using your ATM card and personal identification number to:

- Make deposits to share draft/checking account(s) with an ATM card.
- Make deposits to share account(s) with an ATM card.
- You may withdraw no more than \$100.00 in cash, per business day, in combination with ATM withdrawals from your share draft/ checking account and share account(s). If you use your ATM card to make purchases at Point-of-Sale Terminals (participating merchants STAR and VISA), your daily limit is \$100.00. (For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$25.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.

Get information about:

- The account balance of your share draft/checking account(s) with an ATM card.
- The account balance of your share account(s) with an ATM card.
- Make payments from share draft/checking account(s) to loan accounts with us. The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

iCount Checking Account With Direct Deposit: You may access your account(s) by ATM and/or Point-of-Sale terminals at participating merchants using your ATM card and personal identification number to:

- Make deposits to share draft/checking account(s) with an ATM card.
- Make deposits to share account(s) with an ATM card.
- You may withdraw no more than \$250.00 in cash, per business day, in combination with ATM withdrawals from your share draft/ checking account and share account(s). If you use your ATM card to make purchases at Point-of-Sale Terminals (participating merchants STAR and VISA), your daily limit is \$250.00. (For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$25.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.

Get information about:

- The account balance of your share draft/checking account(s) with an ATM card.
- The account balance of your share account(s) with an ATM card.
- Make payments from share draft/checking account(s) to loan accounts with us. The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

4. LIMITS AND RULES ON TRANSFERS FOR CHECK CARDS

Adult Account: You may access your account(s) by ATM and/or Point-of- Sale terminals by using your Check Card and personal identification number to:

- Get cash withdrawals up to \$500.00 per calendar day from an ATM with your Check Card, or the available balance of your Account(s), whichever is less. (For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$100.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.
- Make purchases with your Check Card at a VISA accepting merchant, up to your available balance of your share draft/checking account(s).
- Make deposits to share draft/checking account(s) with a Check Card.
- Make deposits to share account(s) with a Check Card.
- Transfer funds from share to share draft/checking account(s) with a Check Card.
- Transfer funds from share draft/checking to share account(s) with a Check Card.
- Transfer funds from open-end line of credit to share draft/checking account(s) with a Check Card.

Get information about:

- The account balance of your share draft/checking account(s) with a Check Card.
 - The account balance of your share account(s) with a Check Card.
- The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

iCount Checking Account Without Direct Deposit: You may access your account(s) by ATM and/or Point-of-Sale terminals by using your Check Card and personal identification number to:

- Get cash withdrawals up to \$100.00 per calendar day from an ATM with your Check Card, or the available balance of your account(s), whichever is less. (For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$25.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.
- Make purchases with your Check Card at a VISA accepting merchant, up to your available balance of your share draft/checking account(s).
- Make deposits to share draft/checking account(s) with a Check Card.
- Make deposits to share account(s) with a Check Card.
- Transfer funds from share to share draft/checking account(s) with a Check Card.
- Transfer funds from share draft/checking to share account(s) with a Check Card.
- Transfer funds from open-end line of credit to share draft/checking account(s) with a Check Card.

Get information about:

- The account balance of your share draft/checking account(s) with a Check Card.
 - The account balance of your share account(s) with a Check Card.
- The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

iCount Checking Account With Direct Deposit: You may access your account(s) by ATM and/or Point-of-Sale terminals by using your Check Card and personal identification number to:

- Get cash withdrawals up to \$250.00 per calendar day from an ATM with your Check Card, or the available balance of your account(s), whichever is less. (For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$25.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.
- Make purchases with your Check Card at a VISA accepting merchant, up to your available balance of your share draft/checking account(s).
- Make deposits to share draft/checking account(s) with a Check Card.
- Make deposits to share account(s) with a Check Card.
- Transfer funds from share to share draft/checking account(s) with a Check Card.
- Transfer funds from share draft/checking to share account(s) with a Check Card.
- Transfer funds from open-end line of credit to share draft/checking account(s) with a Check Card.

Get information about:

- The account balance of your share draft/checking account(s) with a Check Card.
- The account balance of your share account(s) with a Check Card. The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

5. CHARGES/FEEES FOR ATM/CHECK CARD TRANSACTIONS ATM/VISA Check Card For all ATM transaction fees, card replacement fees, and overdrawn fees, including foreign ATM transaction fees imposed by 1st Advantage, please refer to the current Rate and Fee Schedule. Proprietary ATMs are easily recognized by displaying the 1st Advantage logo.

The 1st Advantage Rate and Fee Schedule does not include surcharge fees at other institutions. Fees appearing on the Rate and Fee Schedule are in addition to any surcharge added by other institution.

Limitations on Frequency of Transfers - In addition to those limitations of transfers elsewhere described, if any, the following limitations apply: During any statement period, you may not make more than six (6) withdrawals or transfers from your share account to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instructions. No more than three of the six (6) transfers may be made by check, draft, check card (if applicable) or similar order to third party. If you exceed the transfer limitations set forth in any statement period your account will be subject to closure by the credit union. For security reasons, there are other limits on the number of transfers you can make by ATM.

6. CHARGES FOR ELECTRONIC FUND TRANSFERS

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.
- When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used) and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

7. RIGHT TO DOCUMENTATION

- **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or VISA merchant.
- **Pre-Authorized Electronic Transfers.** In addition to using the ATM personally, you can pre-authorize the Credit Union to make transfers electronically. These include pre-authorized payments such as insurance. Pre-authorized transfer authorizations must be in writing. Although you can call the Credit Union for information about the transfer, your only documentation of the transfer will be an entry on your periodic statement, which you will receive monthly if you have conducted any electronic transactions during that statement period.
- **Occurrence of Transfer.** You may call 1st Advantage toll free at 800-359-7650 to inquire whether a transfer has been made.
- **Statement Documentation.** You will receive a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).

8. STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

- **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **Stop Payments on ATM, VISA Check Card, Call-a-Teller and/ or Advantagenet.** You do not have the right to stop payment on a transfer originated by the use of your ATM Card, VISA Check Card, Call-a-Teller or Advantagenet.

9. OUR LIABILITY

• **Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfers.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (6) There may be other exceptions stated in our agreement with you.

10. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers.
- (2) In order to verify the existence and condition of your account for the third party, such as a credit bureau or merchant.
- (3) In order to comply with government agency or court orders.
- (4) If you give us written permission.

11. UNAUTHORIZED TRANSFERS Tell us **AT ONCE** if you believe your card and/or code has been lost or stolen. The best way to minimize your possible losses is to telephone, although you may tell us in person or in writing. If your VISA check card is lost or stolen, your liability for unauthorized VISA transactions with the card, other than transactions at an ATM, is zero (\$0) if you notify us within two business days after discovering that your card is lost or stolen and a maximum of fifty dollars (\$50.00) if you notify us after two business days. Your liability for other assertions of unauthorized VISA transactions, other than unauthorized use involving an ATM, is a maximum of \$50.00. The provisions of this paragraph do not apply if you were grossly negligent or fraudulent in the handling of your account or card.

If we determine that the unauthorized use situation involving your VISA Check Card is not covered under the previous paragraph or if the unauthorized use involves your ATM card or other electronic fund transfer service, your liability is determined under this paragraph. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you believe your VISA Check Card or your ATM card has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your card without your permission.

If you do **NOT** tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

12. ERROR RESOLUTION In case of error or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure as soon as you can, if you think that your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, 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 question in writing within 10 business days.

The credit union will notify you of the results of its investigation within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 10* business days for the amount you think is in error so that you will have use of the money during the time it takes to complete our investigation. (If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrants a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used during our investigation.

*If you give notice of an error that occurred within 30 days after you made the first deposit to your account, we will have 20 business days instead of 10 business days.

**If you give notice of an error that occurred within 30 days after you made the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

13. BUSINESS DAYS Our business days are Monday through Friday, excluding holidays.

14. FOREIGN CURRENCY In the event that the use of the account involves foreign currency, your account will be billed/credited at the highest rate of conversion to U.S. dollars on the date the transaction is processed through our system. We are not liable to you for the fluctuation in the exchange rate occurring between the date of sale or payment and the date of conversion. Any charges paid by us to exchange processors will be applied to the transaction.

15. ATTORNEY FEES If we ever have to file a lawsuit to collect what you owe us, you will be responsible for our reasonable expenses at collection, including court costs and attorney fees.

35. Electronic Device/Internet Transactions. Electronic Devices allow you to complete routine transactions with 1st Advantage Federal Credit Union such as withdrawals, transfers, loan advances, loan payments, balance inquiries by Electronic Device and, Electronic Check Conversions (includes Call-a-Teller and Advantagenet (Home Banking)). In this service agreement the words "we," "us," or "the Credit Union" refer to 1st Advantage Federal Credit Union and the words "you" or "your" refer to the member. This is the agreement which covers Electronic Device Systems and your personal authorization code. The use of Electronic Device Systems shall be subject to the following terms and conditions:

- a. The Credit Union allows you to choose your own personal authorization code to be used with Electronic Device Systems and Website account access, as well.
- b. You agree that you will be the only one to use the personal authorization code. You will not divulge, give, or make it available to any other person, either directly or indirectly, at any time. You agree not to keep the Electronic Device authorization code in any place where it will be found with your member account number.
- c. The Credit Union will treat each transaction made at any Electronic Device (touchtone/computer) and your personal authorization code as having been made or authorized by you. If the account to which the Electronic Device transaction relates is a joint account, all those transactions will be binding on all parties to the account.
- d. You agree that any loss, theft, or unauthorized use of the personal authorization code will be promptly reported to the Credit Union.
- e. By executing master signature and authorization card, you acknowledge receipt of a copy of the Electronic Funds Transfer disclosure statement and terms and conditions pursuant to the Federal Electronic Fund Transfer Act prior to the first transaction. Your liability for unauthorized transactions is set forth in this Disclosure Statement. Limitations on our liability are also set forth in this Disclosure Statement.
- f. This agreement will be subject to the agreement and rules and regulations covering the account(s) to which the Electronic Device relates.
- g. Regulation D of the Federal Reserve restricts electronic withdrawals and transfers. No more than three such withdrawals or transfers from each savings account within a calendar month will be allowed. This limit applies to all Electronic Fund Transfers whether done through Electronic Devices or otherwise. This restriction does not apply to share draft accounts. You agree that you will not use Electronic Devices to withdraw amounts of money in excess of your balance(s). If you have a preauthorized line of credit, you agree not to withdraw amounts of money in excess of your then available preauthorized credit limits(s). In the event that you do withdraw amounts of money in excess of your then available preauthorized credit limit(s), you hereby agree to authorize the Credit Union to debit any of your accounts not so overdrawn and thereby cover your unauthorized withdrawal.
- h. There may be a charge for usage of the Electronic Device Systems. Refer to the current fee schedule.
- i. You acknowledge and agree that this service agreement for use of Electronic Devices is subject to change at any time by the Credit Union upon 21 days' notice to you. This notice may be given by mail to your last known address or by posting a change of notice in the lobby of the Credit Union main office.
- j. If any of the terms of this agreement are determined by a governmental authority to be ineffective, the rest will continue in effect. A waiver of the Credit Union of any of these terms and conditions on any occasion will not constitute a waiver of the same or any other terms and conditions on any other occasion. Prevent others from obtaining your Personal Authorization Code. Anyone with your code and Credit Union account number will be able to access your account(s). If Electronic Devices are used to change your access code, we cannot tell you the new number.

36. Funds Availability Disclosure applies to all transaction accounts. The policy of the Credit Union is to make funds from your deposits available to you on the first business day after the day that the Credit Union receives your deposit. Electronic direct deposits will be available on the day that the Credit Union receives the deposit. Once the funds are available, you can withdraw the funds in cash and the Credit Union will use the funds to pay drafts that you have written.

Please remember that even after the Credit Union has made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to the Credit Union unpaid and for any other problems involving your deposit.

- a. Determining the Availability of a Deposit. The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before six o'clock (6:00) P.M. on a business day that the Credit Union is open, we will consider that day to be the day of your deposit. However, if you make a deposit after six o'clock (6:00) P.M., at an unstaffed facility, or on a day that the Credit Union is not open, we will consider that the deposit was made on the next business day we were open.

(1) Next Day Availability. Funds from the following deposits are available by the first business day of your deposit: (a) U.S. Treasury checks that are payable to you; (b) wire transactions, such as Social Security benefits and payroll payments; (c) checks drawn on 1st Advantage Federal Credit Union; (d) cash; (e) state and local government checks; (f) cashier's, certified, and teller's checks; and (g) Federal Reserve Bank checks, Federal & Home Loan Bank checks and money orders.

(2) 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 first business day after the business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the business day of your deposit. However, the first \$100.00 of your deposit will be available on the first business day after the business day of your deposit.

If the Credit Union is not going to make all of the funds from your deposit available on the first business day after the business day of your deposit, the Credit Union will notify you at the time you make the deposit. The Credit Union will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if the Credit Union decides to take this action after you have left the premises, the Credit Union will mail you the notice by the business day after the Credit Union receives your deposit. If you will need to know the specific day your funds will be available, please ask and that information will be provided.

Funds you deposit by check may be delayed for longer periods under the following circumstances: (a) the Credit Union believes a check you deposit will not be paid; (b) you deposit checks totaling more than \$5000.00 on any one day; (c) you redeposit a check that has been returned, unpaid; (d) you have overdrawn your account repeatedly in the last six months; or (e) there is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 11th business day after the day of your deposit.

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

(1) Funds from electronic direct deposits into your account will be available on the day the Credit Union receives the deposit. Funds from deposits of cash, wire transactions, and the first \$5000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks other than a U.S. Treasury check) is not made in person to one of the Credit Union's employees, the first \$5000.00 will not be available until the second business day after the day of your deposit.

(2) Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

37. Deposits at Automatic Teller Machines (ATMs) Deposits are accepted only at ATMs owned by this edit Union or at certain machines that display the **Credit Union 24 logo**. Funds from deposits made at our Credit Union ATMs may not be available immediately (*The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 12:00 P.M. on a business day that the Credit Union is open, the Credit Union will consider that day to be the day of your deposit. However, if you make a deposit after 12:00 P.M. or on a day that the Credit Union is not open, the Credit Union will consider that the deposit was made on the next business day the Credit Union is open. The length of the delay varies depending on the type of deposit.* (See Funds Availability Disclosure section #36).

Deposits made at other ATMs displaying the Credit Union 24 logo will be held for a minimum of 5 business days before made available for paying checks, preauthorized debits or withdrawals.

38. Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

39. Enforcement. You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs or expense from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

40. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulation of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this agreement shall be brought in the county in which the Credit Union is located.

