

# MEMBERSHIP ACCOUNT AGREEMENT

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**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor named on the account.
- "We," "our," and "us" refer to the financial institution.
- "Accounts" refers to any and all financial accounts that you hold or are a party to, including but not limited to deposit accounts and loan accounts.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip. The term includes a "check" or "checks." The terms "check" and "checks" represent share drafts or checks.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

## **DEAR CREDIT UNION MEMBER:**

If you sign your membership application or continue to have an account with us, you agree to these terms and conditions, our bylaws and any amendments thereto. Your account is also governed by applicable laws, as well as other documents applicable to your account, including the Truth in Savings Account Disclosure, Privacy Policy, Funds Availability Policy and/or Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference.

**1. Membership Eligibility.** To join the credit union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (\$5.00) (hereinafter membership share), as set forth in our bylaws.

**2. Authorization to Obtain Information.** You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**3. Funds Deposited.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions initiated by mail until we actually record them. We may refuse to accept particular share drafts/checks or other items as a credit to your account at our discretion. Any cash deposited will be credited to your account in accordance with this Agreement. Any other item that you deposit will be handled by us in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account and adjust any dividends earned. You will, in any event, be liable to us for the amount of any share draft/check or other item you deposit to your account that is returned unpaid, plus our costs and expenses associated with the collection of all or part of such amount from you, including reasonable attorney fees. You understand you may not be able to withdraw funds until we have received final settlement for any item deposited. Any funds deposited on Saturdays, Sundays, Holidays, or after our cut-off hour on business days, will be credited to your account at the beginning of the next business day. Funds deposited may be subject to a service charge. Funds shall be handled in accordance with our Disclosures, which will control the banking day funds are deemed received by us and when they will be available for withdrawal.

**4. Collection of Items Deposited.** In receiving items for credit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any item deposited, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any item deposited at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of items deposited or for any damages resulting from any of those actions.

**5. Balance Requirements, Fees, Liability and Service Charges.** You agree you are responsible for any fees, charges, balance, or balance/share requirements as stated in the Disclosures. We reserve the right to impose a service charge for cashing share drafts/checks or other items drawn on your account if the person cashing the share draft/check or other item is not a member of this credit union. This Agreement also includes your promise to be jointly and severally liable for any account deficit resulting from charges or overdrafts, together with any costs we incur to collect the deficit, including our collection costs and reasonable attorney fees, as allowed under governing law. You agree that at our option we may suspend your membership rights, except for the member's right to vote and maintain a share account, if you violate any of the terms of this Agreement.

**6. Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do 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 us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on this Agreement and any account designations of yours.

**7. Lien Impressments.** We may at any time (without prior notice, except as prohibited by law) impress and enforce a lien on any part of your accounts by applying the funds in this account against any debt owed to us now or in the future, by any of you having the right of withdrawal. This right does not apply to this account if: (a) it is an IRA or a tax-deferred retirement account; (b) the debtor's right of withdrawal arises only in a representative capacity; or (c) any other restrictions are imposed by state or federal law. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

**8. Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**9. Pledges.** Each owner of this account may pledge some or all of the funds in the account for any purpose to which we agree, unless we receive written notice from you of a different intention. Any pledge of this account must first be satisfied before the rights of any joint account survivor, payable on death beneficiary, or trust account beneficiary becomes effective. For example, if one joint tenant pledges the funds evidenced by this Agreement for a debt (i.e. uses it to secure debt) and then dies, (1) the surviving joint tenant's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**10. Expenses.** Any expenses arising from attachment, garnishment or levy of your account will be your responsibility. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third-party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third-party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**11. Financial Exploitation.** As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation.

We offer the option to name a trusted contact who may be notified in the event of suspected financial exploitation.

We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

**12. Dormant/Inactive Accounts.** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with state law.

**13. Individual Account.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

**14. Joint Accounts.** If this is a joint account, we are authorized to recognize any of the signatures on the Membership Application in the payment of funds or the transaction of any business for this account. All shares are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor share drafts/checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law. The right or authority of the credit union under this paragraph shall not be changed or terminated by said owners, or any of them except by written notice to us which shall not affect transactions made before the notice becomes effective.

Joint accounts have the right of survivorship. On the death of one party to a joint account, all sums in the account on the death vest in and belong to the surviving party(ies) as his or her separate property and estate.

**15. In Trust For Account.** If the account is designated as an In Trust For account, you may change the named beneficiary at any time by written direction to us. Upon your death, or if there are two or more trustees, upon the death of the last trustee, the amount then on deposit together with the dividends may be paid to the beneficiary or to the beneficiary's legal representative. We will not release any funds, however, until all legal documents have been delivered to us. We will not be liable for any payments or withdrawals made in accordance with state law.

**16. Custodial and Fiduciary Accounts.** A fiduciary or custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

**17. Account For Minors.** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who is jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**18. Authorized Signer (Agent) Designation.** Your named agent may make account transactions for you but has no ownership or rights at death unless named as an In Trust For beneficiary. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to

specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

**19. Power of Attorney.** If you wish to name another person to act as your attorney-in-fact or agent in connection with your account, we must approve the form of appointment if the credit union's Power of Attorney form is not used.

**20. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**21. Share Drafts/Checks.** All negotiable paper ("share drafts/checks") presented to us must be in a format that can be processed and/or photographed. We may refuse to accept any share draft/check that does not meet this requirement. All endorsements placed on the reverse side on any share draft/check which you deposit to your account, must be placed so that they are on the left side of the share draft/check when looking at it from the front and must be placed so they do not go beyond an area located 1-1/2 inches from the left edge of the share draft/check when looking at it from the front. We may refuse to accept any share draft/check that does not meet this requirement, and if we do accept it, you will be completely responsible for any loss incurred by us which is premised on an endorsement not meeting this requirement, including reasonable attorney fees.

**22. Electronic Share Drafts/Electronic Checks and Electronically-Created Items.** Pursuant to Regulation CC, electronic share drafts/checks may be treated the same as paper share drafts/checks for share draft/check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**23. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a debit transaction or item presented for payment as determined by your available account balance, we may (1) return the debit or item or (2) pay the debit or item at our discretion.

**Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay a debit transaction or item and to assess non-sufficient funds and overdraft fees.

**How We Decide to Pay a Debit or Item.** The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: share drafts/checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we pay the debit or item on your behalf.

Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time.

**Overdrafts.** If we pay the debit or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

Transactions are handled according to the following processing order policy: ATM and Point-of-Sale (POS) transactions are processed in real time as they occur. ACH (Automated Clearing House) transactions are processed in two steps: credits are applied first, followed by debits in the order they are presented to the credit union for processing. Checks are processed based on the order in which they are received, from the smallest to the largest dollar amount.

The order in which these transactions are processed is important. If your account does not have sufficient funds to cover the debits and credits in the order they are processed, we may charge you overdraft fees if we choose to pay a debit on your behalf. If applicable, overdrafts may be covered by our standard overdraft practice (Courtesy Pay/ODP) that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Standard Overdraft Practices and Opt-In Notices for more information about overdrafts and our standard overdraft policies (Courtesy Pay Plus), if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

**24. Processing Order.** We will process debit and credit transactions in accordance with our processing order policy.

**25. Stop Payments.**

**Stop Payments on Checks.** If you request us to stop payment on a share draft/check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the share draft/check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a share draft/check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the

share draft/check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the share draft/check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen share drafts/checks, whether a single share draft/check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

**Stop Payments on ACH Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the share draft/check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

**26. Remote Deposit Capture.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

**27. Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**28. Stale or Postdated Share Drafts/Checks.** If you can write share drafts/checks on your account, you agree not to postdate any share draft/check drawn on the account. We may pay any postdated share draft/check unless you have given us written notice of the postdating describing the share draft/check with reasonable certainty. The notice is effective for 6 months and must be received at such time and manner as to afford us a reasonable opportunity to act on it. We are not liable to you for paying any stale or postdated share draft/check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the share draft/check.

**29. Verifying Funds Availability for Share Draft/Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a share draft/check or other item from you.

**30. Share Draft/Check Safekeeping.** If you can write share drafts/checks on your account and utilize a share draft/check safekeeping or any other system offered by us for the retention of your share drafts/checks, you understand that the canceled share drafts/checks will be retained by us and destroyed after a reasonable time period or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Schedule of Fees or Disclosures. If for any reason we cannot provide you with a copy of a share draft/check, our liability will be limited to the lesser of the face amount of the share draft/check or the actual damages sustained by you.

**31. Remotely Created Checks.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

**32. Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original share draft/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 share draft/check. Some or all of the share drafts/checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**33. Statements.** If your account is a Checking, Money Market, or Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives the statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you

of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after 60 days we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**34. Electronic Statements and Notices.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.

**35. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the Nacha Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**36. Real-Time Payments.** You may send and receive certain payments or payment-related messages through a real-time payments system, such as The Clearing House's Real Time Payment (RTP®) network or the Federal Reserve's FedNow® Service. Real-time payments, or instant payments, allow you to have immediate availability of these funds twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks a year. These payments may be subject to transaction limits (e.g., \$500,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC.

**37. Facsimile Signatures.** Your signature on the Membership Application form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files, if available. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most share drafts/checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of share drafts/checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**38. Restrictive Legends.** We are not required to honor any restrictive legend on share drafts/checks you write unless we have agreed to the restriction in a writing signed by an officer of the credit union. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

**39. Notices.** You are responsible for notifying us of any address or name changes, the death of a member or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it.

Written notice sent by us to you is effective when mailed to the last address supplied.

**40. Termination of Membership; Limitation of Services.** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**41. Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for share drafts/checks that are paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

**42. Taxpayer Identification Number and Backup Withholding.** You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. We may withhold taxes from dividend/interest earned on your account as required by federal or state law or regulations. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends/interest and certain other payments.

**43. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**44. Unlawful Internet Gambling.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

**45. Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

**46. Consent to Contact Agreement.**

**In this Consent to Contact (this "Agreement"), "we," "us," and "our" refer to Metro Credit Union. "You" or "your" refer to each person who signs this Agreement.**

By executing this Agreement, you authorize Metro Credit Union and its third-party service providers, including debt collectors, to contact you at any telephone number you provide in connection with your account, including wireless numbers. Contact methods may include calls, text messages, or voicemail transmissions using an automatic telephone dialing system or an artificial or prerecorded voice.

This consent is specific to Metro Credit Union and is being provided voluntarily. Your consent is not a condition of membership or receipt of services.

You may revoke this consent at any time by written notice to 200 Revere Beach Pkwy, Chelsea, MA 02150, by email to [optout@metroCU.org](mailto:optout@metroCU.org), by phone at (877) 696-3876, in person, or by any other reasonable means.

You represent that you are the subscriber or customary user of the telephone number(s) provided and have the authority to give this consent. You agree to notify us of any changes to your contact information.

We may also contact you without prior consent for urgent matters such as suspected fraud, data breaches, or identity theft, in accordance with applicable law. These messages will not contain marketing or debt collection content and will be limited in frequency and duration.

**47. Scanned Identification.** If you open an account or obtain a product or service from us, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**48. Closing Account.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. We have the authority to pay an otherwise properly payable item at our discretion, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a share draft/check for the balance in our possession to which you are entitled.

**49. Amendments and Alterations.** Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**50. Severability.** If a court for any reason holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of the Agreement.

**51. Enforcement.** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**52. Transfers and Assignments.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**53. Effective Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**54. Binding Arbitration and Class Action Waiver**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes.**

Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

**No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Disputes Covered by Arbitration.**

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

**Disputes Excluded from Arbitration.**

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

**Commencing an Arbitration.**

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association ("AAA") or JAMS. If You initiate the arbitration, You must notify Us in writing at: Metro Credit Union, 200 Revere Beach Parkway Chelsea MA 02150

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
[www.adr.org](http://www.adr.org)

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

**Administration of Arbitration.**

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge selected in accordance with the rules of the arbitration forum. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules in effect on the date the arbitration is filed. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**Costs.**

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Arbitration Award.**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law.**

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Massachusetts shall apply.

**Severability, Survival.**

These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**Right to Reject this Resolution of Disputes by Arbitration provision.**

YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of first receiving this notice, or if you first become a member after this provision was initially adopted on May 29, 2021 within 30 days of become a member or opening your first account of any type with Us, and including the following information:

- a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;
- b. You must send Your written notice to Us at the following address: Metro Credit Union, 200 Revere Beach Parkway Chelsea MA 02150.

**55. Agreement / Governing Law.** No member or accountholder may file, request, maintain or pursue against the credit union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be filed, requested, maintained, or pursued by a member against the credit union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred.

**56. Permitted Time For Filing A Lawsuit Or Requesting Arbitration.** You must file any lawsuit or request arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This one-year limit is in addition to any time limits on notice as a condition of making a claim. For purposes of a lawsuit or arbitration concerning a fee or charge assessed to Your account, the cause of action will be deemed to have arisen or accrued on the date the first such fee or charge being complained of was assessed regardless of whether you had actual or constructive knowledge of any such cause of action, and You expressly waive any application of or reliance on any theory or doctrine of a continuing violation or breach or any other doctrine which might otherwise serve to toll or delay the beginning of the one-year limitation period. For any and all causes of action arising or accruing before the date this paragraph first became effective, June 8, 2021, You must still file any lawsuit or request arbitration against Us within one year after June 8, 2021, and You acknowledge and agree that one year is a reasonable period of time to discover any such cause of action and bring suit or request arbitration, and you expressly waive any reliance on any vested or unvested rights You may have had under any other, longer statute of limitation.

**57. Account Disclosure.** At the time you opened your account, you received Disclosures which provided a schedule of all fees and charges applicable to the account, the dividend rate and applicable Annual Percentage Yield, minimum balance requirements and other pertinent information related to the account. This information found in the disclosure may change from time to time. If such a change would adversely affect your account, we will provide you with written notice 30 days prior to the change. However, you will not receive a notice if the only change is a decrease in the dividend rate on a variable rate account.

**58. Our Waiver of Rights.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**59. Your Waiver of Notice.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**60. Death or Incompetency.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

**61. Payment of Interest or Dividends.** For interest bearing accounts, if we have indicated above that this account pays interest instead of dividends, then interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account. If we have indicated above that this account pays dividends, then by law we are prohibited from guaranteeing the payment of dividends or that the dividends we do pay are at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period.

**ACCOUNT SPECIFIC PROVISIONS.** In addition to the General Rules, the following rules apply to specific types of accounts:  
**SAVINGS SHARE ACCOUNTS AND MONEY MARKET ACCOUNTS**

**Withdrawals.** We reserve the right to require you to notify us of your intentions to withdraw shares or to withdraw funds from the account as explained in the Disclosures.

**Transaction Limitations.** Your account may be subject to other transaction limitations. Please refer to the Disclosures to understand which, if any, apply to your account.

#### **SHARE CERTIFICATE ACCOUNTS**

**Account Terms.** The Certificate bears dividends at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the dividends rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Dividends will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

**Withdrawal Prior To Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

**Additional Deposits During The Term.** No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

**Early Withdrawal Penalty.** Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Dividends for that renewal term will be paid at the dividends rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

## ELECTRONIC FUND TRANSFER DISCLOSURE



For purposes of this disclosure the terms "we", "us" and "our" refer to Metro Credit Union. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to members regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by Metro Credit Union in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

#### DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s) and share account(s).
- You may make deposits into your checking account(s) and share account(s).
- You may transfer funds between your checking and share accounts and Overdraft Line of Credit.
- You may make balance inquiries on your checking account(s), share account(s), and loan accounts.
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.

#### ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): SUM.

**ATM FEES.** 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.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: Checking, Savings and Overdraft Lines of Credit.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

• Cards not used for 12 consecutive months may be closed for inactivity.

• Each member may only have 1 debit card per checking account. If a member has more than one checking account, they may have 1 debit card per checking account for purchases. A Savings account is allowed to be added to the card for ATM access. When a new debit card is activated, we will automatically close the previous card.

**CURRENCY CONVERSION - Visa®.** When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for

the applicable transaction date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the transaction date may differ from the rate in effect on the central processing date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** A fee will be imposed on all foreign transactions, including purchases, cash withdrawals. Refer to the Fee Schedule for Consumer Accounts for description details.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING.** You may perform the following functions through use of Telephone Banking:

- You may initiate transfers of funds between your checking and share accounts and Overdraft Line of Credit.
- You may make balance inquiries on your checking account(s), share account(s), and loan accounts.
- You may make payments on loan accounts that you have with us.

In addition, you may perform other transactions such as: Obtain tax information on amounts earned on savings, checking, and money market, club, and Certificate of Deposit accounts or interest paid on loan accounts.

For questions or more information, call us at: (877)696-3876

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and share account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and share account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE AND MOBILE BANKING.** Metro Credit Union offers its members use of our Online and Mobile Banking service.

You may access your account(s) by online banking by logging onto our website at <https://www.metrocu.org> and using your user identification and password, to:

- Transfer funds between your savings, checking, loan accounts, and linked external accounts
- Transfer funds from your Metro account to another member's account
- Make loan payments from your savings, checking, or linked external accounts
- Make bill payments to preauthorized creditors
- Obtain balance information for your savings, checking, IRA, Certificate of Deposits, and loan accounts
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts
- View transaction history

You may access your account(s) by downloading our mobile banking app and using your user identification and password, to:

- Make deposits to your checking and savings accounts using Remote Deposit Capture (standard limit is \$5,000 per day)
- Transfer funds between your savings, checking, loan accounts, and linked external accounts
- Transfer funds from your Metro account to another member's account
- Make loan payments from your savings, checking, or linked external accounts
- Make bill payments to preauthorized creditors
- Obtain balance information for your savings, checking, IRA, Certificate of Deposits, and loan accounts.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts
- View transaction history

**REAL-TIME PAYMENT SERVICES PROVIDED THROUGH USE OF FedNow and RTP.** All members with active deposit accounts can receive instant payments through FedNow and the RTP® network. Metro Credit Union is not participating in the sending of instant payments at this time

**ELECTRONIC CHECK CONVERSION.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

Electronic check or draft conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.

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

### **LIMITATIONS ON TRANSACTIONS**

**TRANSACTION LIMITATIONS - DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$1,000.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Metro Credit Union reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **OTHER LIMITATIONS.**

- **The following limitations on Bill Pay transactions may apply:**  
There is no limit on the number of bill payments per day.  
The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.  
There is a maximum per payment amount of \$9,999.99.
- We reserve the right to impose limitations for security purposes at any time.
- **Bank to Bank ACH**  
Transferring funds to/from a Metro checking account to/from an external account limits are:  
Daily Incoming - \$5,000; Daily Outgoing - \$5,000. 30-Day Incoming \$30,000; 30-Day Outgoing \$30,000.

#### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (877)696-3876 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Metro Credit Union immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at an ATM.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (877)696-3877  
or

write to: METRO CREDIT UNION  
200 REVERE BEACH PARKWAY  
CHELSEA, MA 02150

You may also visit a physical branch, connect to our digital branch, or message us via online banking. We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or share account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (877)696-3876 (24 hours a day, 7 days a week)

or

write to: METRO CREDIT UNION  
200 REVERE BEACH PARKWAY  
CHELSEA, MA 02150

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or used without permission or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

Your liability shall not exceed \$50.00 for any unauthorized electronic fund transfer or a series of transfers arising from a single loss or theft of your Debit Card or PIN or internet banking access code.

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice 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.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa<sup>®</sup> logo. These limits apply to unauthorized transactions processed on the Visa<sup>®</sup> or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa<sup>®</sup> logo and the unauthorized transaction took place on the Visa<sup>®</sup> or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa<sup>®</sup> logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa<sup>®</sup> or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa<sup>®</sup> logo that involve PIN-based debit transactions not processed by the Visa<sup>®</sup> or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF DEBIT CARD.** You must not use your Debit Card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (877)696-3876

or

write to: METRO CREDIT UNION  
200 REVERE BEACH PARKWAY  
CHELSEA, MA 02150

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Metro Credit Union no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's<sup>®</sup> cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa<sup>®</sup> Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.** We reserve the right to impose a fee and to change fees upon notice to you.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Metro Credit Union. Please refer to Truth In Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.



**Your Ability to Withdraw Funds**

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$275 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

**YOUR ABILITY TO WITHDRAW FUNDS.** Our policy is to delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day that we are not open, we will consider the deposit made on the next business day we are open.

**DEPOSITS AT OTHER LOCATIONS.** This availability policy only applies to funds deposited at Metro Credit Union. Please inquire for information about the availability of funds deposited at other locations.

**DETERMINING THE AVAILABILITY OF YOUR 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.

The length of the delay varies depending on the type of deposit and is explained below.

**SAME-DAY AVAILABILITY.** Funds from electronic direct deposits to your account, as well as funds from the following deposits, will be available on the same business day that we receive the deposit:

- Cash
- Wire transfers
- Checks drawn on Metro Credit Union

**NEXT-DAY AVAILABILITY.** Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- U.S. Postal Service money orders that are payable to you
- Federal Reserve Bank or Federal Home Loan Bank checks, if these items are payable to you
- State or Local government checks that are payable to you
- Cashier's, Certified, or Teller's checks that are payable to you

**AVAILABILITY OF OTHER CHECK DEPOSITS.** The first \$275.00 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if \$275.00 is initially made available to you and if you deposit a check of \$700.00 on Monday, \$275.00 of the deposit will be available on Tuesday. The remaining \$425.00 will be available on Wednesday.

**LONGER DELAYS MAY APPLY.** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new member, the following special rules will apply during the first 30 days your account is open.

**Same-Day Availability.** Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from cash, wire transfers, and checks drawn on Metro Credit Union will be available on the day we receive the deposit if the deposit meets certain conditions. For example, the deposits must be payable to you.

**Next-Day Availability.** The first \$6,725 of a day's total deposits of the following 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.

- U.S. Treasury checks
- U.S. Postal Service money orders
- Federal Reserve Bank or Federal Home Loan Bank checks
- State or Local Government checks
- Cashier's, Certified, or Teller's checks
- Traveler's checks

The excess over \$6,725 of a day's total check deposits will be available on the 9th 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 our employees, the first \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

**DEPOSITS AT NONPROPRIETARY AUTOMATED TELLER MACHINES (ATMs).** Funds from any deposits (cash or checks) made at ATMs that we do not own or operate will not be available until the second business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.



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**IMPORTANT INFORMATION ABOUT YOUR 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 \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**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 by:

Mail at: Metro Credit Union  
Attn: Deposit Operations  
200 Revere Beach Parkway  
Chelsea MA 02150  
877.MY.METRO (696.3876)

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- 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 such as the check number, the name of the person to whom you wrote the check, the amount of the check.

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.



**Money Market Checking**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$2,000.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**Minimum Balance Requirement:**

You must maintain a minimum average daily balance of \$2,000.00 in your account to avoid a low balance fee. If, during any month, your account balance falls below the required minimum average daily balance, your account will be subject to a low balance fee that month. Refer to the Fee Schedule for Consumer Accounts for details.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**Membership Savings**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$5.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** Each member is allowed one Membership Savings. Additional Membership Savings accounts opened will be converted to a Secondary Savings.

**Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**IRA Savings/Roth IRA Savings**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$10.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** For IRA Savings (Traditional and Roth) and IRA Certificate of Deposit accounts, withdrawals are subject to special limitations and rules established by federal laws as to all IRA accounts, and such limitations are described in our application form. Please request this form if eligible and you are interested in opening an IRA Savings account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**Minimum balance requirements:**

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

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



## Metro Checking Account

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$25.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**COURTESY PAY/COURTESY PAY PLUS. Standard Courtesy Pay and Courtesy Pay Plus (Paid NSF)** Once members have met the established criteria, standard Courtesy Pay and Courtesy Pay Plus are optional services, that members must opt in for. These services will make funds available to pay items that would normally be returned for insufficient or unavailable funds. The Courtesy Pay option is applied only after all other overdraft options have been exhausted.

**Standard Courtesy Pay** is a service that provides overdraft protection on all eligible checking account products accessed by paper check or electronic means (e.g. ACH) and will automatically be extended once members have met the established criteria listed below.

**Courtesy Pay Plus** is a service that provides overdraft protection on all eligible checking account products accessed by ATM, one-time point of sale, or debit card. You must opt in to be eligible for this service.

**Overdraft Fees:** Paid NSF fees resulting from items paid will reduce the available Courtesy Pay limit extended to eligible accounts. It is possible to overdraw an account in excess of the Courtesy Pay limit should the maximum number and dollar amount of transactions post at the same time.

Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we may not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you have too many overdrafts. You must bring the account to a positive balance within 10 calendar days after the first transaction that creates a negative balance on your account.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Rate Information** - The interest rate and annual percentage yield may change at any time, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to the rate schedule.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

### Additional Benefits:

ATM fees charged by other ATM owners are reimbursed provided you meet three of the following criteria each month.

- eCommunications opt in
  - Direct Deposit of at least \$500.00 per month into your Metro Checking Account
  - Debt Card Purchases at least 5 time per month (each transaction must be for \$1.00 or more)
  - Active Metro loan (includes credit card or student loan)
  - Average monthly balance greater than \$5,000.00 in your Metro Checking Account
- ATM fees will be aggregated and credited to your Metro Checking Account monthly.

Provided you meet three of the following criteria each month you may be eligible for a higher rate on your Membership Savings Account as outline on our Rates.

- eCommunications opt in
- Direct Deposit of at least \$500.00 per month into your Metro Checking Account
- Debt Card Purchases at least 5 time per month (each transaction must be for \$1.00 or more)
- Active Metro loan (includes credit card or student loan)
- Average monthly balance greater than \$5,000.00 in your Metro Checking Account
- Members under age 24 are excluded from needing to meet the 3 of 5 product requirements to be eligible for ATM fee rebates and the Savings rate bonus tier.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



## My Reward Checking Account

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$25.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**COURTESY PAY/COURTESY PAY PLUS. Standard Courtesy Pay and Courtesy Pay Plus (Paid NSF)** Once members have met the established criteria, standard Courtesy Pay and Courtesy Pay Plus are optional services, that members must opt in for. These services will make funds available to pay items that would normally be returned for insufficient or unavailable funds. The Courtesy Pay option is applied only after all other overdraft options have been exhausted.

**Standard Courtesy Pay** is a service that provides overdraft protection on all eligible checking account products accessed by paper check or electronic means (e.g. ACH) and will automatically be extended once members have met the established criteria listed below.

**Courtesy Pay Plus** is a service that provides overdraft protection on all eligible checking account products accessed by ATM, one-time point of sale, or debit card. You must opt in to be eligible for this service.

**Overdraft Fees:** Paid NSF fees resulting from items paid will reduce the available Courtesy Pay limit extended to eligible accounts. It is possible to overdraw an account in excess of the Courtesy Pay limit should the maximum number and dollar amount of transactions post at the same time.

Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we may not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you have too many overdrafts. You must bring the account to a positive balance within 10 calendar days after the first transaction that creates a negative balance on your account.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**Prosperity Builder Savings**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$5.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Limit of one Prosperity Builder Savings account per member**

**Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**Secondary Savings**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$5.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**Safeguard Checking Account**

**MINIMUM BALANCE REQUIREMENTS.** No minimum balance requirements apply to this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** Paper checks are not issued for this product type. Paper checks are allowed when this account is requested in accordance with Massachusetts General Laws Chapter 171, Section 32B, also known as the "18/65 Law" Courtesy Pay and Courtesy Pay Plus services are unavailable for this product type. Overdraft Lines of Credit are unavailable for this product type.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**High Yield Savings**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$10,000.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**Minimum Balance Requirement:**

You must maintain a minimum average daily balance of \$10,000.00 in your account to avoid a low balance fee. If, during any month, your account balance falls below the required minimum average daily balance, your account will be subject to a low balance fee that month. Refer to the Fee Schedule for Consumer Accounts for details.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**Christmas Club**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$10.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** The maximum balance on this account is \$10,000.00.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** For Christmas Club accounts, the entire balance will be paid to you by transfer to another account of yours at Metro Credit Union on or after May 1 and the account will remain open.

**Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**Minimum balance requirements:**

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

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.



**Vacation Club**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$10.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** You will be charged \$5.00 upon reactivation, if requested. Your account will be considered dormant after two years without member initiated activity.

**TRANSACTION LIMITATIONS.** The maximum balance on this account is \$10,000.00.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** For Vacation Club accounts, the entire balance will be paid to you by transfer to another account of yours at Metro Credit Union on or after May 1 and the account will remain open.

**Rate Information** - The interest rate and annual percentage yield may change on the first of each month, as determined by the credit union board of directors. For additional information about interest rate and annual percentage yield please refer to our Rates.

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

**Effect of closing an account** - If you close your account before interest is paid, you will not receive the accrued interest.

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

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

**Minimum balance requirements:**

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

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## Certificate of Deposit

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$ 500.00 to open this account.

**BYLAW REQUIREMENTS.** As a condition of membership, and to maintain accounts at our credit union, you must purchase 1 share(s) in the credit union. The par value of a share in this credit union is \$5.00. If at any time your balance falls below the required par value, you will have 30 days to increase the balance or your membership may be terminated.

**TRANSACTION LIMITATIONS.** After the account is opened, you may make deposits into the account for the first 10 calendar days of the account being open. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest anytime during the term of crediting after it is credited to your account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT. Compounding and Crediting Frequency** - For CDs 12 months and longer, interest will be compounded daily and credited each month. For 3-11 month CDs, interest is not compounded and is credited at maturity.

**Effect of closing an account** - If you close your account before interest is paid, or before maturity, only the interest accrued to closing date will be credited.

**Minimum balance requirements:**

The minimum balance required to open this account is \$500.00. A minimum of \$0.01 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day on all CDs with terms of 12 months or longer.

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

**Time requirements** - Your account will mature as stated on your certificate of deposit.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 3, 6 or 9 months:

The penalty we may impose will equal one month's interest on the amount withdrawn subject to penalty.

- If your account has an original maturity of 12-60 months:

The penalty we may impose will equal three months' interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same or comparable to the original term, beginning on the maturity date. The interest rate will be the same we offer on new time accounts on the maturity date which have the same or comparable term, minimum balance (if any) and other features as the original time account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. During the grace period, you may make additional deposits into the account.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.