



MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Metro Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs a Membership Application or any other account opening document. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Membership Application. By signing a Membership Application, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Member ID Card, Funds Availability Policy Disclosure, applicable Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one (1) member qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two (2) or more persons.

a. Rights of Survivorship. A joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make withdrawals or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

7. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account (s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities which are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

e. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or to her government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. 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.

f. Crediting of Deposits. Deposits made after the close of business and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

9. ACCOUNT ACCESS -

a. Authorized Signature. Your signature on the Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number, even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account (s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. ACH & WIRE TRANSFERS - Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order we may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a

security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the applicable Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosures or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS-

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to sixty (60) days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult the applicable Truth-in-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the applicable Truth-in-Savings Disclosure, and the Certificate of Deposit for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS -

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

b. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS-

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. Oral stop payment orders for checks and drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks and drafts are effective indefinitely. We are not required to notify you when stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the applicable Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if : (1) your account contains insufficient funds 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 exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse 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.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE/STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account (s) for a loan, we will freeze the funds in your account (s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account (s) to satisfy your obligation, we may place an administrative freeze on your account (s) in order to protect our statutory lien rights and may apply the funds in your account (s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES -

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all names and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the applicable Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices. The option for paper notices does not apply to any account that requires electronic statements.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - Your failure to furnish a correct Taxpayer Identification Number (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 (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

25. STATEMENTS -

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that, your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and

agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 60 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

26. INACTIVE ACCOUNTS - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the applicable Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the applicable Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

27. 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, law suits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Membership Application and accepted by us.

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) all required documentation is not obtained. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law. The credit union may terminate your membership if it deems your behavior is inappropriate, hostile, or threatening and could result in harm or injury to credit union staff or credit union members.

30. DEATH OF ACCOUNT OWNER - You irrevocably waive the right to dispose of, by an existing or future will, any account owned as a Joint Account With Survivorship and/or any account for which you have named Payable on Death beneficiary(ies). You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any accountowner.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

32. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. 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.

34. GOVERNING LAW - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.



TRUTH-IN-SAVINGS DISCLOSURE

The terms applicable to your account at the Credit Union are provided in this Truth-in-Savings Disclosure.
Please refer to the Rate Sheet for current rate information.

ACCOUNT DISCLOSURES

ACCOUNT TYPE	DIVIDEND		BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Interest Compounded	Interest Credited	Minimum Opening Deposit	See Section 4	Minimum Balance to Earn Stated APY	Balance Method	See Section 5
Regular Savings	Monthly	Monthly	\$5.00	Balance Requirements apply	\$25.00	Average Daily Balance	Account Transfer Limitations Apply
Secondary Savings	Monthly	Monthly	\$5.00	Balance Requirements apply	\$25.00	Average Daily Balance	Account Transfer Limitations Apply
My Reward Savings	Monthly	Monthly	\$5.00	---	---	Average Daily Balance	Account Transfer Limitations Apply
Prosperity Builder Savings	Monthly	Monthly	\$5.00	--	--	Average Daily Balance	Account Transfer Limitations Apply
Christmas Club	Monthly	Monthly	\$10.00	Balance Requirements apply	\$25.00	Average Daily Balance	Account Transfer Limitations Apply
Vacation Club	Monthly	Monthly	\$10.00	Balance Requirements apply	\$25.00	Average Daily Balance	Account Transfer Limitations Apply
Free Checking	---	---	\$25.00	---	---	---	---
My Reward Checking	---	---	\$25.00	---	---	---	Account Limitations Apply
My Reward Checking (For Teens & Students)	---	---	\$25.00	---	---	---	Account Limitations Apply
Money Market Checking	Monthly	Monthly	\$2,000.00	Balance Requirements Apply	\$25.00	Average Daily Balance	Account Transfer Limitations Apply
Online Money Market	Monthly	Monthly	\$2,000.00	Balance Requirements Apply	\$25.00	Average Daily Balance	Account Transfer Limitations Apply
High Yield Savings	Monthly	Monthly	\$10,000.00	Balance Requirements apply	---	Daily Balance	Account Transfer Limitations Apply
IRA Accumulator	Daily	Monthly	\$10.00	---	\$25.00	Average Daily Balance	Account Transfer Limitations Apply

The terms applicable to your account at the Credit Union are provided in this Truth-in-Savings Disclosure.
Please refer to the Rate Sheet for current rate information.

ACCOUNT DISCLOSURES

	Rate Type	Minimum Opening Deposit	Minimum Balance to Earn Stated APY	Interest Compounded	Interest Credited	Additional Deposits	Withdrawals	Renewable
Certificate of Deposit	Fixed	\$500.00	\$.01	At Maturity	At Maturity	Not Allowed	Allowed - See Account Limitations Section 5	Automatic
3-11 Month Certificate								
12-60 Month Certificate	Fixed	\$500.00	\$.01	Daily	Monthly	Not Allowed	Allowed - See Account Limitations Section 5	Automatic
IRA Certificate of Deposit	Fixed	\$500.00	\$.01	Daily	Monthly	Not Allowed	Allowed - See Account Limitations Section 5	Automatic
12-60 Month Certificate								

Except as specifically described, the following disclosures apply to all of the accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. For all Certificates of Deposit including IRA Certificates, the interest rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For Christmas Club and Vacation Club accounts, the interest rate and annual percentage yield may change annually as determined by the Credit Union’s Board of Directors. For all other accounts, the interest rate and annual percentage yield may change at any time as determined by the Credit Union’s Board of Directors. The My Reward Savings account is a tiered rate account. If your average daily balance is \$3,000.00 or below, the first interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. If your average daily balance is \$3,000.01 or greater, the second interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. Each interest rate will apply only to that portion of the account balance within each balance range. The Prosperity Builder Savings account is a tiered rate account. If your average daily balance is \$5,000.00 or below, the first interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. If your average daily balance is \$5,000.01 or greater, the second interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. Each interest rate will apply only to that portion of the account balance within each balance range. The Money Market Checking account is a tiered rate account. If your average daily balance is below \$2,000.00, your account will be subject to the interest rate, annual percentage yield, and conditions of the Regular Savings account. If your average daily balance is from \$2,000.00 to \$9,999.99, the first interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. If your average daily balance is from \$10,000.00 to \$24,999.99, the second interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. If your average daily balance is from \$25,000.00 to \$49,999.99, the third interest rate and annual percentage yield listed on the Rate Sheet for this account will apply. If your average daily balance is from \$50,000.00 to \$74,999.99, the fourth interest rate and annual percentage yield listed on the Rate Sheet for this account will apply. If your average daily balance is from \$75,000.00 to \$99,999.99, the fifth interest rate and annual percentage yield on the Rate Sheet for this account will apply. If your average daily balance is \$100,000.00 or greater, the sixth interest rate and annual percentage yield listed on the Rate Sheet for this account will apply. Once a particular range is met, the interest rate and annual percentage yield for that balance range will apply to the full balance of your account. The Online Money Market account is a tiered rate account. If your average daily balance is below \$2,000.00, your account will be subject to the interest rate, annual percentage yield, and conditions of the Regular Savings account. If your average daily balance is from \$2,000.00 to \$9,999.99, the first interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. If your average daily balance is \$10,000.00 or more, the second interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. The High Yield Savings accounts are tiered rate accounts. If your daily balance is \$9,999.99 or below, the first interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. If your daily balance is from \$10,000.00 to \$24,999.99, the second interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. If your balance is from \$25,000.00 to \$49,999.99, the third interest rate and annual percentage yield for this account listed on the Rate Sheet will apply. If your daily balance is \$50,000.00 and greater, the fourth interest rate and annual percentage yield listed for this account on the Rate Sheet will apply. Once a particular range is met, the interest rate and annual percentage yield for that balance range will apply to the full balance. For accounts subject to interest compounding, the annual percentage yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings and your APY will be lower than the disclosed yield.

2. INTEREST COMPOUNDING AND CREDITING — The compounding and crediting frequency applicable to the above accounts is set forth in the grid and on the Rate Sheet. For all Certificates of Deposit including IRA Certificates, at your option, you may choose to have interest credited to your certificate account, paid to you by check or transferred to another account of

yours at Metro Credit Union. If you elect to have interest paid to you by check or transferred to another account at Metro Credit Union, compounding will not apply.

- 3. ACCRUAL OF INTEREST** — For Regular Savings, Secondary Savings, My Reward Savings, Prosperity Builder Savings, Christmas Club, Vacation Club, Money Market Checking, High Yield Savings and Online Money Market accounts, interest will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If your balance is \$0.00 on the last day of the month, you will not receive the accrued interest. If you close your account before accrued interest is credited, you will not receive the accrued interest. For Certificate of Deposit Accounts, you may withdraw all or some of the principal balance in your certificate account prior to maturity. Principal withdrawals before maturity are subject to penalty (see section 6) but you will be credited with all interest earned on funds withdrawn prior to maturity.
- 4. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in any account. Some accounts may have additional minimum opening requirements. The minimum balance requirements applicable to each account are set forth in the grid. For Regular Savings, Secondary Savings, Money Market Checking, Online Money Market accounts there is a month-end balance requirement to avoid a Maintenance Fee for the calendar month. If the minimum month-end balance is not met, and there is no associated loan product, you will be charged a Maintenance Fee as stated in the Fee Schedule. For Regular Savings, Secondary Savings, Christmas Club, Vacation Club, Money Market Checking, and Online Money Market accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the crediting period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Sheet.
- For accounts using the average daily balance method as stated in the grid, interest is calculated by applying a periodic rate to the average daily balance in the account for the crediting period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. For High Yield Savings accounts, there is a minimum daily balance required to avoid a Maintenance Fee for the calendar month. If the minimum daily balance requirement is not met during each day of the calendar month, you will be charged a Maintenance Fee as stated in the Fee Schedule. For all Certificate of Deposits, if the minimum balance requirement is not met, the account will be closed.
- 5. ACCOUNT LIMITATIONS** — For Regular Savings, Secondary Savings, My Reward Savings, Prosperity Builder Savings, High Yield Savings, Money Market Checking, and Online Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours at Metro Credit Union or to a third party in any month by means of preauthorized, automatic, or internet transfer, by telephonic order or instruction, or by check, draft or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For My Reward Checking (Teens & Students) accounts, eStatements are required to avoid a paper statement fee as stated in the Fee Schedule. The monthly maintenance fee is waived until age 24. Upon age 24, one direct deposit is required monthly to avoid a monthly maintenance fee as stated in the Fee Schedule. For members 13-17 years of age, a legal guardian is required as a joint owner. To be eligible for a My Reward Savings account, you must maintain an active My Reward Checking account. The account will convert to a Regular Savings account if the My Reward Checking is closed. Limit one (1) My Reward Savings account per member. Limit one (1) Prosperity Builder Savings account per member. For Christmas Club accounts, the entire balance will be paid to you by transfer to another account of yours at Metro Credit Union (unless you've requested a check) on or after October 1 and the account will remain open. If you withdraw from your Christmas Club account(s), you will be charged a fee as disclosed in the Fee Schedule. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Vacation Club accounts, the entire balance will be paid to you by transfer to another account of yours at Metro Credit Union (unless you've requested a check) on or after May 1 and the account will remain open. If you withdraw from your Vacation Club account(s), you will be charged a fee as disclosed in the Fee Schedule. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. The maximum balance permitted on a Christmas Club or Vacation Club account is \$10,000.00 per account, per contract period. For My Reward Checking accounts, eStatements are required to avoid a paper statement fee as stated in the Fee Schedule. One direct deposit is required monthly for My Reward Checking accounts to avoid a monthly maintenance fee as stated in the Fee Schedule. The Online Money Market account can only be opened online at www.metrocu.org. For IRA Accumulator (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 Accumulator account. For all Certificate of Deposit accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the grid. After your account is opened, you may make withdrawals of principal subject to the early withdrawal penalties stated below. Withdrawals of dividends are not subject to penalty. Certificates of Deposit will mature as stated on your Certificate of Deposit or Renewal Notice.
- 6. EARLY WITHDRAWAL PENALTY FOR CERTIFICATES OF DEPOSIT** — We may impose a penalty if you withdraw funds from your account before the maturity date.
- a. Amount of Penalty:** For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty for a Certificate of Deposit of 3, 6, or 9 month term is 1 month of interest. The penalty for a Certificate of Deposit of 12-60 month term is 3 months of interest.
- b. How the Penalty Works:** The penalty is calculated as a forfeiture of part of the interest that has been or would be earned

on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or the interest has already been paid, the penalty will be deducted from the principal.

c. Exceptions to Early Withdrawal Penalties: At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- i. When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- ii. There is no penalty for early withdrawal in the event that a sole Certificate owner dies or becomes mentally incompetent. If the account is in two (2) or more names, however, and one (1) owner dies or becomes mentally incompetent, the account will remain in effect until its scheduled maturity under the remaining joint owner's name(s).

7. RENEWAL POLICY FOR CERTIFICATES OF DEPOSIT — The renewal policy for your accounts is stated in the grid. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. You will be notified in writing at least thirty (30) days before the maturity date of your Certificate of Deposit, and unless you instruct the Credit Union prior to maturity that your account is not to be renewed, or the Credit Union notifies you otherwise, your Certificate of Deposit will, at maturity, be automatically renewed for a similar term at the then effective interest rate. Every notice of maturity will include a telephone number and our website address which you can use to learn what the interest rate and APY applicable to your renewal term will be.

8. NON-TRANSFERRABLE AND NON-NEGOTIABLE — Your Certificate of Deposit account is non-transferrable and non-negotiable.

9. FEES FOR OVERDRAWING ACCOUNTS — For My Reward Checking, My Reward Checking (Teens & Students), and Free Checking accounts, fees for overdrawing your account may be imposed on each check, preauthorized automatic debit, or other electronic withdrawal or transfer transaction (e.g. ACH) that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. Please refer to the Fee Schedule for current fee information.

Standard Courtesy Pay and Courtesy Pay Plus (Paid NSF): For My Reward Checking, My Reward Checking (Teens & Students), and Free Checking accounts, once members have met the established criteria, standard Courtesy Pay and Courtesy Pay Plus are services that 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 for My Reward Checking, My Reward Checking (Teens & Students), and Free Checking accounts, 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 below.

Courtesy Pay Plus is a service for My Reward Checking, My Reward Checking (Teens & Students), and Free Checking accounts, 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. Standard Courtesy Pay and Courtesy Pay Plus do not cover telephone banking transactions.

Our policy limits the dollar amount we will make available to your account for standard Courtesy Pay and Courtesy Pay Plus purposes and is subject to change without notice. Please contact a member service representative for current policy limits placed on overdraft items. The criteria used to determine eligibility for our standard Courtesy Pay and Courtesy Pay Plus services are as follows:

1. You must be a member of the Credit Union in good standing for 30 days and be 18 years of age to qualify.
2. The checking account must be open and active for at least 30 days.
3. Past and present loans must be current and reflect a satisfactory record of payments.
4. The Courtesy Pay amount will not exceed our established Courtesy Pay limit per account. Overdrafts that exceed limits will be returned or declined for insufficient funds.
5. You agree to bring the account to a positive balance within 10 calendar days after the first transaction that creates a negative balance on your account.
6. All other debts arising from transactions related to this or other accounts have been satisfied (e.g. returned deposited items, liens, levies etc.)
7. You must be in good standing with other financial institutions at the time your account is opened, as determined by review of ChexSystems.
8. If you use this service, you agree to pay the Paid NSF fee on each Courtesy Pay item. See the Fee Schedule for details. If you do not meet these conditions, we receive notification of Bankruptcy, or you abuse this privilege, we may withhold or terminate the Courtesy Pay service without notification

Overdraft Fees: Paid NSF fees that resulted from paid items will reduce the available Courtesy Pay limit extended to eligible accounts. You may request to opt-out of Courtesy Pay by calling us at 877-MY-METRO or writing to:

Metro Credit Union
200 Revere Beach Pkwy
P.O. Box 9100
Chelsea, MA 02150-9100

All accounts that remain in a negative balance position for 30 calendar days may be closed by the Credit union. Any loss incurred by the Credit Union as a result of the account closing may be reported to ChexSystems and legal action may be taken.

Fees and Charges: Please refer to the Fee Schedule.

9. **MEMBERSHIP** — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below: Par Value of One Share \$5.00
Number of Shares Required 1

If you have any questions or require current rate and fee information on your accounts, contact Metro at memberservices@metrocu.org or 877.MY.METRO





200 Revere Beach Parkway
Chelsea, MA 02150
877-MY-METRO

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the Electronic Funds Transfer (EFT) services offered to you by Metro Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings, checking, and money market, club, and Certificate of Deposit accounts you have with the Credit Union. Electronic Funds Transfer is electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, Electronic Funds Transfer that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — if approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Metro ATM. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, SUM, NYCE, and PLUS networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings, checking, and moneymarket accounts.
- Withdraw funds from your savings, checking, money market, and Overdraft Line of Credit accounts.
- Transfer funds between your savings, checking, money market, and Overdraft Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, and money market accounts.
- Access your Overdraft Line of Credit account.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry SUM, NYCE, and PLUSnetwork logo(s).

The following limitations on Metro ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account.
- You may purchase or withdraw up to a maximum of \$2,000.00 in any one (1) day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Cards not used for 12 consecutive months may be closed for inactivity.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Visa Debit Card. If approved, you may use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan (Courtesy Pay Plus) in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your

account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, SUM, NYCE, and PLUS networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa SUM, NYCE, and PLUS networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions.

At the present time, you may also use your card to:

- Make deposits to your savings, checking, and money market accounts.
- Withdraw funds from your savings, checking, money market, and Overdraft Line of Credit accounts.
- Transfer funds between your savings, checking, money market, and Overdraft Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, and money market accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Overdraft Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- There is no limit on the number of Visa Debit Card purchases you make per day.
- You may purchase up to a maximum of \$1,500.00 per day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase or withdraw up to a maximum of \$2,000.00 in any one (1) day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your savings, checking, money market, or Overdraft Line of Credit accounts at the time of the transfer.
- Cards not used for 12 consecutive months may be closed for inactivity.
- See Section 2 for transfer limitations that may apply to these transactions.

c. Telephone Banking. If we approve Telephone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Telephone Banking to:

- Request a check from your savings, checking, or money market.
- Transfer funds between your savings, checking, money market, and Overdraft Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Overdraft Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings, checking, and money market, club, and Certificate of Deposit accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Obtain information on recent deposits and withdrawals.

Your accounts can be accessed under Telephone Banking via a touch-tone telephone only. Telephone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Telephone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings, checking and/or money market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings, checking and/or money market accounts.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make Electronic Funds Transfer out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, 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.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these Electronic Funds Transfer if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Online Banking. For security purposes, you will be prompted to establish a secure login on your first access to Online Banking. At the present time, you may use Online Banking to:

- Transfer funds between your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Verify the last date and amount of your payroll deposit.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Determine if a particular item has cleared.
- Make bill payments to preauthorized creditors.
- Transfer to external accounts.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Mobile Banking. At the present time, you may use Mobile Banking to:

- Transfer funds between your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Transfer to external accounts.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking

will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Text Banking. Is a feature of Online Banking that enables users to access account information and receive account notifications on text-enabled mobile devices. Once you agreed to the terms and conditions of Text Banking, you may use Text Banking to:

- Obtain balance information from your savings, checking and money market accounts.
- Transfer funds between your savings, checking and money market accounts.
- Verify recent transactions.
- Receive balance notifications.
- Receive account alerts.

Metro Credit Union does not charge for Text Banking. However, your mobile service provider may charge for sending and receiving text messages via your mobile phone or other approved access device(s). Check with your service provider for details on specific fees and charges that may apply. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

The following limitations on Text Banking transactions may apply:

- There is no limit to the number of inquiries or transfer requests you may make in any one (1) day.
- You may transfer up to a designated maximum, not to exceed the available balance in your account, dependent on your creditworthiness.
- See Section 2 for transfer limitations that may apply to these transactions.

i. Mobile Deposit Services. Is the ability to deposit a check into an account from a remote location, such as an office or home, without having to physically deliver the check to the Credit Union. That is accomplished by taking a picture with a smart phone or tablet, then transmitting that image using Mobile Deposit. Mobile Deposit Services allows the Credit Union to capture information from a check and clear it electronically, through the ACH (Automated Clearing House). For complete details refer to Metro Credit Union Mobile Deposit Services Disclosure and Agreement.

j. Bill Pay. If approved, we will process bill payment transfer requests only to those creditors that you authorize. We will not process any bill payment transfer if the required transfer information is incomplete.

We will withdraw the designated funds from your checking or money market checking account for bill payment transfer on the payment date you select. We will process your bill payment transfer before the payment date you select. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- The maximum amount of bill payments each day is \$19,999.99, if there are sufficient funds in your account.
- Maximum payment allowed per payee is \$19,999.99 per day.
- The amount of any payment must be equal to or greater than \$1.00 and less than or equal to \$9,999.99.

Within Bill Pay, you will be able to initiate transfers to your accounts at other financial institutions (bank-to-bank transfer) as well as initiate transfers to other individuals (person-to-person transfer). For complete details, refer to Bill Payment Terms and Conditions.

2. TRANSFER LIMITATIONS — For all savings, club, and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES—

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. Participating merchants may not offer a discount to encourage use of your card rather than paying by cash or check.

c. Cash Refunds on Purchases Not Available. We will not make cash refunds on purchases. Any claim or defense for purchases must be handled by you directly with the merchant or other business establishment which accepted your Card. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services paid for with your Card were defective, not delivered or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. Any merchant credit vouchers for returns or adjustments will be credited to your designated account when received by us.

d. Foreign Visa Transaction. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

e. Illegal Use Internet Gambling. Your Card and/or Account may not be used for any illegal activity or transaction. Further, you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involves gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gambling chips or off-track betting or wagering. However, in the event that a charge is approved and processed, you will be responsible for such charges.

f. Security of Access Code. You may use one (1) or more access codes with your Electronic Funds Transfer. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

4. JOINT ACCOUNTS. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking, and money market, club, and Certificate of Deposit or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

5. STOP PAYMENT OF EFT's. The initiation by you of certain Electronic Funds Transfer from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfers.

6. MINIMUM BALANCE REQUIREMENT. A minimum balance of \$5.00 is required in a regular savings account to obtain a card or access device.

7. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

8. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, **INFORM US WITHIN TWO BUSINESS DAYS** if

you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Your maximum liability for unauthorized use may be up to \$50.00. Telephoning is the best way of keeping your possible losses down.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

877-MY-METRO from 9:00 a.m. to 5:00 p.m. Monday through Friday (866) 594-6439 (lost/stolen) before or after banking hours and on weekends

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.

9. RIGHT TO RECEIVE DOCUMENTATION — Any documentation provided to the customers which indicate that an electronic funds transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling or 877-MY-METRO. This does not apply to transactions occurring outside the United States.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with a proper government agency summons or request, lawful subpoena or court order;
- To any credit union employee, attorney, auditor, or collection agency for the Credit Union;
- To communicate the terms and history of your account to a consumer reporting agency; and
- If you give us your written permission to do so.

11. BUSINESS DAYS AND HOURS — Our business days are Monday through Friday, excluding Federal holidays. For account inquiries or notices of authorized transactions, contact us during business hours between 9:00 and 5:00 on any business day.

12. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for losses or damages proximately caused by our error. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are pledged or held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If any act of God (such as fire, flood, or power failure) prevents the transaction.
- If any circumstances beyond our control (such as your willful or negligent use of your card, access code, or any EFT facility for making such transfers) prevent the transaction.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

13. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 30 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

14. BILLING ERRORS — In case of errors or questions about Electronic Funds Transfer from your savings, checking, and money market, club, and Certificate of Deposit accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

Call us at: 877-MY-METRO

or write to:

Metro Credit Union
200 Revere Beach
Parkway Chelsea, MA
02150

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we

decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

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

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

15. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

16. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Massachusetts, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

17. 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.

18. ELECTRONIC FUNDS DISCLOSURE PURSUANT TO UCC4A – We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds 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 Commonwealth of Massachusetts as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such a final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such 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. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

This disclosure describes your ability to withdraw funds from any account at Metro Credit Union.

- 1. GENERAL POLICY** — 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.
- 2. DETERMINING THE AVAILABILITY OF A DEPOSIT** — When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. The earliest cutoff hour that might apply for deposits made at an ATM that we own or operate is 2:00 p.m. If you make a deposit before close of business 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 the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

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

- 3. SAME-DAY AVAILABILITY**— Funds from electronic direct deposits, cash, wire transfers, checks drawn on Metro Credit Union with available funds made payable to you and payroll checks drawn on Metro@work companies will be available on the same business day that we receive the deposit.

- 4. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON**— Funds from the following deposits are available by the first business day after the day we receive your deposit, if you make the deposit in person to one of our employees:

- Funds from deposits of U.S. Treasury checks that are payable to you
- Commonwealth of Massachusetts and local government checks that are payable to you
- Cashier's, certified, traveler's and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

- 5. AVAILABILITY OF OTHER CHECK DEPOSITS** — The first \$225.00 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$225.00 of the deposit will be available by Tuesday. The remaining \$475.00 will be available by Wednesday.

- 6. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

- 7. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. As an industry standard, this can be up to seven (7) business days after the day of the deposit.

- 8. 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. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and electronic direct deposits will be available on the day we receive the deposit. Funds from the first \$5,525.00 of a day's total deposits of cashier's certified, teller's, traveler's and federal, Commonwealth of Massachusetts and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 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 ninth business day after the day of your deposit.

- 9. DEPOSITS AT NONPROPRIETARY ATMS**— Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the second business day after the date 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.

- 10. DEPOSITS MADE THROUGH MOBILE DEPOSIT CAPTURE** — Mobile Deposit Capture follows the above mentioned Funds Availability Policy from the time the item is posted. When a remote deposit is transmitted and received prior to 4:00 PM on a business day it is considered for approval and posting that day. Deposits transmitted and received after 4:00 PM on a business day are considered for approval and posting the next business day that Metro is open.





PRIVACY NOTICE

FACTS	WHAT DOES METRO CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Account balances and payment history • Checking account information • Credit scores <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Metro Credit Union chooses to share; and whether you can limit this sharing.
Questions?	Contact our Member Service Center: 877-MY-METRO (877-696-3876)

Reasons we can share your personal information	Does Metro Credit Union share?	Can you limit this sharing?
For our everyday business purposes – Such as, to enable us to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – To offer enhanced products and services to you.	Yes	No
For joint marketing with other financial companies	Yes	Yes ¹
For our affiliate's everyday business purposes – Information about your transactions and experiences.	Yes	No
For our affiliate's everyday business purposes – Information about your creditworthiness.	No	Metro does not share
For our affiliates to market to you	Yes	Yes ¹
For non-affiliates to market to you	Yes ²	Yes ¹
To limit our sharing	<p>(1) Members may "opt-out" of sharing by contacting our member service center (877-MY-METRO).</p> <p>(2) Non-Affiliate information sharing applies only to My Reward Checking account holders.</p> <p>(3) Metro Credit Union has instituted programs to ensure the security and privacy of personal information with oversight from our management teams.</p>	

Who we are ...**Who is providing this notice?**

Metro Credit Union, a cooperative financial institution founded in 1926, headquartered in Chelsea, Massachusetts, servicing members in the Massachusetts counties of Barnstable, Bristol, Essex, Middlesex, Norfolk, Plymouth, Suffolk, and Worcester and New Hampshire Counties of Hillsborough and Rockingham.

What we do ...**How does Metro Credit Union protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that are designed to comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Metro Credit Union collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Apply for a loan or pay your bills
- Use your credit or debitcard

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State law and individual companies may give you additional rights to limit sharing. For more information, see the Notes section below.

Definitions ...**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Metro Insurance Advisors, LLC is an affiliate of Metro Credit Union.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Our non-affiliate partners include debit rewards processors and associated merchants.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include credit card processors, investment companies, and insurance companies.*

Notes

Please refer to the Massachusetts Office of Consumer Affairs & Business Regulation website for more information:
<http://www.mass.gov/ocabr/data-privacy-and-security/>.



FEE SCHEDULE for Consumer Accounts

Account Reconciliation and/or Research, Per Hour	\$20.00	Metro Sweep (<i>Overdraft Protection From a Deposit Source</i>)	
ATM or Debit Transactions		• Transfer Fee (<i>each</i>)	\$5.00
• Per Balance Inquiry, Withdrawal, Advance or Transfer at non-Metro ATM's	\$2.50	Money Order	\$3.00
• Per denial transaction at non-Metro ATM's	\$0.50	Monthly Maintenance Fee	
Debit/Credit Card Replacement	\$10.00	• My Reward Checking (<i>Without recurring direct deposit</i>)	\$22.00
ATM Research Fee	Varies	NSF Fee (Insufficient Funds)	
Bill Pay- Expedited Payment		Checking, ATM/Debit, EFT, MMA, Metrocreditline, Home Equity Line of Credit	\$34.00
• Same Day ACH	\$15.00	Official Credit Union Check	\$5.00
• Overnight Check	\$15.00	Overdraft Protection Annual Fee	\$25.00
Check Printing Fees	Varies	Paid NSF Fee (<i>Courtesy Pay, Courtesy Pay Plus</i>)	
Checks Returned		• Overdrafts of less than \$5.00	\$5.00
• Deposited or Cashed on Account	\$7.00	• Overdrafts of \$5.00 or more	\$34.00
• Loan and Mortgage Payments	\$32.00	Paper Statement Fee- My Reward Checking	
Copy of Check, Personal Money Order, Third Party		• eStatements	Free
• Metrocreditline, Payroll Share Withdrawal, Loan Disbursement	\$15.00	• Paper Statements (<i>Monthly Fee</i>)	\$3.00
Abandoned Property (<i>Escheat Fee, No Activity for 3 years</i>)	\$50.00	PopMoney	
Dormant Account Reactivation	\$5.00	• Standard	Free
Early Withdrawal Fee from Club Account	\$15.00	• Express	\$5.00
eSafety Box (<i>Via Online Banking, Fee Monthly</i>)		Reproduction of Statements (<i>Per Statement</i>)	\$5.00
• 1 GB	Free	Share Withdrawal Fee	
• 2 GB	\$1.00	• By Phone or Mail, Per Check	\$3.00
• 5 GB	\$3.00	Stop Payment	\$30.00
• 10 GB	\$6.50	Temporary Checks (<i>Minimum of 4</i>)	\$0.25
Excessive Transaction Fee (<i>Applies to all Money Market and Savings Accounts</i>)		Western Union Fees	Varies
• For Each Transaction (Checks, Telephone, Online & Preauthorized Transfers) over 6	\$10.00	Incoming Wire Transfer	\$10.00
External Account Transfer Fee (<i>Via Online Banking</i>)		Outgoing Domestic Wire Transfer	\$25.00
• Standard	Free	Outgoing Foreign Wire Transfer	\$30.00
• Express	\$5.00		
Foreign Check Collection (<i>Canadian Only</i>)	\$10.00		
Inactivity Fee (<i>Per Month Fee Assessed After Three Months of Inactivity</i>)	\$10.00		
• Checking Accounts	\$12.00		
Individual Retirement Accounts (IRA)			
• Annual IRA Plan Fee	\$15.00		
• Transfer Out/ Close Out Fee	\$25.00		
Levy, Lien, Writ and Attachment (<i>Each</i>)	\$50.00		
Loan Payment by Phone	\$10.00		
Low Balance Fee			
• Maintenance Fee, Regular Savings/Secondary Savings (<i>Fee if month-end balance is less than \$150.00 and there is no associated loan product</i>)	\$2.00		
• Money Market & Online Money Market Account (<i>Fee if month-end balance is less than \$2000.00 and no associated loan product</i>)	\$5.00		
• High Yield Savings Account – (<i>If at any time during the month the end of the day balance falls below \$10,000.00</i>)	\$25.00		

This Fee Schedule for all accounts sets forth fees and charges applicable as of March 1, 2020. This schedule is incorporated as part of your account agreement with the Credit Union. Fees subject to change, for current fee schedule please visit MetroCU.org

