



**Master Account Agreement**

**Effective: May 1, 2025**

**SECTION 1: GENERAL**

**A. General.** This master account agreement (“Master Account Agreement” or “Agreement”) between you and Three Rivers Federal Credit Union (“3Rivers” or “Credit Union”), along with the Member Signature Card, the Truth-in-Savings Act Rate and Fee Disclosure (“Rate and Fee Disclosure”), any account cards, account receipts, statements and certificates; any other application or agreement we require; together with the Credit Union’s bylaws, policies and procedures, governs all of your accounts and services, including but not limited to loan services, whether opened now or in the future, except as otherwise specifically provided in this Agreement or other agreements with us. Please read these information pieces carefully and keep them in a safe and convenient place. This Agreement may be changed or amended by us at any time, and any change or amendment we make shall be effective at the earliest time allowed by law. This Agreement is binding on all parties hereto and their heirs, successors, assignees, and any other person claiming any right or interest under or through said parties.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: 1) summarize the rules applicable to common transactions; 2) establish rules to govern transactions not regulated by state and federal law; 3) establish variations that will apply to certain rules, events or transactions permitted by applicable law; and 4) provide you with certain disclosures and information regarding our policies as required by law. By signing the Member Signature Card and/or the Membership Application or by your use of any account or account services after receiving this Agreement or any subsequent notice of its availability or notification of any change or amendment to this Agreement, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement and the Rate and Fee Disclosure, as each is changed or amended from time to time. If you have questions regarding any term or condition of this Agreement, please ask us before signing the Member Signature Card and the Membership Application, or using any of our services.

**B. Definitions**

1. In this Agreement the words “you” or “your” mean everyone that signs any Member Signature Card or Membership Agreement, or is authorized to make transactions regarding your accounts as provided herein or by governing law, including any account services. “We”, “we”, “us”, or “our” means the Credit Union.
2. General Definitions
  - a. “Access Device” means any card, electronic access (app, website, digital banking, etc.) codes, passwords or personal identification numbers, biometrics, account number, equipment, or software that is provided to allow you to access and/or initiate the transfer or movement of funds other than by paper.
  - b. “ACH” means the Automated Clearing House.
  - c. “Application” or “Membership Application” means the application you completed to join the Credit Union.
  - d. “Authorized User” means any Owner of an account, or any person to whom an Owner has at any time given any information, Access Device, or documentation that enables such a person to access,

withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your Access Device, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable law. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. *This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that you authorize to make deposits or debits to or from your account with us.*

- e. "Check" means an acceptable written "Instrument" on your accounts, and includes the term "Share draft".
- f. "Electronic Check" or "E-Check" means the electronic image of, and electronic information derived from, a paper Check.
- g. "Instrument" means a negotiable instrument as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.
- h. "Member" means the person who has established "membership" with us as set forth in this Agreement, 3Rivers bylaws, and applicable law. Each person must complete payment of and maintain the required par value share to become a Member. A joint Owner may establish membership through a joint ownership interest in an account if otherwise qualified for membership. Thus, more than one Member may establish membership through a particular account. An Owner's rights with regard to the par value share necessary to maintain membership may be restricted as set forth in this Agreement or otherwise.
- i. "Member in Good Standing" means a Member who maintains at least the minimum share set forth in 3Rivers bylaws; who is not significantly delinquent on any Credit Union account; who has not had any account with 3Rivers closed due to abuse or negligent behavior; who has not caused a financial loss to Credit Union; and who has not engaged in violent, belligerent, disruptive, or abusive activities such as:
  - a. Physical violence, intimidation, threats, harassment, or verbal abuse of duly elected or appointed officials or employees of the Credit Union, other Members, or agents of the Credit Union. This includes actions while on 3Rivers premises and through use of telephone, mail, email or other electronic method.
  - b. Causing, or threatening to cause, damage to 3Rivers' property.
  - c. Unauthorized use or access of 3Rivers' property.
  - d. Knowingly disseminating incorrect, misleading, confidential, or proprietary information regarding 3Rivers.
  - e. Any action that may cause material risk or financial harm to 3Rivers.
- j. "Member Signature Card" means the agreement you signed to become a Member of 3Rivers, including any account change document required to open or change an account with the Credit Union.
- k. "NACHA" means the National Automated Clearing House Association (also known as the Electronic Payment Association).
- l. "Owner" means the person who has a present ownership interest in the sums on deposit in the multiple party (joint) accounts with 3Rivers, subject to the Credit Union's lien rights or any security interest. A person is not an "Owner" unless specifically designated as such in a completed and signed Member Signature Card.
- m. "Process" means any summons, order, injunction, execution, distraint, levy or lien.
- n. "Related Agreements" means the agreements, terms, conditions, rules and requirements applicable to your loan accounts, safe deposits, and any other products, accounts, or services provided by 3Rivers.
- o. "Shares" or "shares" for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, or otherwise, mean all funds in any share savings, share draft/checking, club, share certificate, P.O.D., revocable trust or custodial accounts, whether jointly

or individually held regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits”, for the purpose of your pledge. Your pledge does not include any IRA, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

- p. “Share Drafts” or “share drafts” include Checks and other Instruments drawn on your accounts or submitted for deposit or collection.
- q. “Transaction” or “transaction” means any deposit, order, transfer, payment purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

## **SECTION 2: MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES GENERAL TERMS AND CONDITIONS**

- A.** The purpose of Section 2 is to state the terms and conditions that apply to all your accounts, account services, or other relationships with us, including without limitation loan, safe deposit boxes, and other services. You understand that any Related Agreements remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. This Agreement and the Related Agreements are intended to be read as complimentary to one another. To the extent of a direct conflict between this Agreement and any Related Agreement, the Related Agreement shall control unless otherwise stated. Further, to the extent that the terms of a specific section or subsection of this Agreement vary from the terms set forth in this section, the specific terms and conditions of the section or subsection will govern our relationship with you.
- B. Membership Eligibility and Future Services.** To open or maintain any account or service with us, you must qualify for membership and deposit and maintain the par value of required shares as provided by the Credit Union’s bylaws and other applicable laws. To verify your eligibility for any new or existing account, service or loan product, now and in the future, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loan, or other financial products you request, you maintain, or which we may offer to make available to you. We may also report information concerning your account and credit to others.
- C. Membership Benefits and Obligations.** Upon approval of your Application, execution of the Member Signature Card, and the funding of any required shares, you become a “Member-Owner” of this Credit Union. As a “Member-Owner” you are eligible to apply for all Credit Union share, loan and other financial services; and you may vote at all annual or special meetings of the membership. You have an obligation to the Credit Union and all other Member-Owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss. This includes, but is not limited to your obligation to repay all debts, loans, credit advances, as well as other contractual, equitable, and statutory obligations that may be payable by you to us.
- D. Accessing Information on your Accounts.** You may make deposits, withdrawals, transfers and other authorized transactions from to and from your accounts in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as other provided for by applicable law.
- E. Authorized Users.** You should exercise caution in providing authority, information, documentation or Access Devices to others. All withdrawals, transfers, and transactions made by any person to whom you have provided authority or the means of access to your accounts or other services shall be deemed authorized by you and the Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. You and any person authorized by you shall be jointly and severally responsible to the Credit Union for all such access or use of your account and services with us.
- F. Access to Account Information.** You agree that all Owners, borrowers, and Authorized Users may have access to all of the information you provide to us in addition to all information we gather and maintain in connection with, and arising out of, our relationship with you. This includes, but is not limited to

information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. You acknowledge and agree that any Owner of a joint account or service, or any co-borrower may provide authority to others, or make transactions involving others, who will have access to all such information as to all Owners and/or co-borrowers. Further, you understand that we may utilize a consolidated statement for your accounts, account services, loan and other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual Owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be Owners or borrowers as to all the account or services addressed in the statement.

- G. Sharing Information with Co-borrowers, Co-Signers, Owners of Collateral Pledged and Other Lien Holders.** You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligation you owe the Credit Union with co-borrowers, co-signers, owners of collateral pledged and other lien holders.
- H. Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: 1) when it is necessary to complete transactions or to send notice of dishonor or non-payment; 2) to our accountants; 3) to state or federal government regulators; 4) to exchange, in the course of regular business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; 5) to advise third parties of an account closed for misuse; 6) to furnish information to appropriate law enforcement authorities when we reasonably believe you or we have been the victim of crime; 7) to comply with a government agency or court orders, subpoenas or other Process or to furnish any information required by statute; 8) to furnish information about the existence of an account to any judgement creditor of you who has made a written request for such information in the form of a legal order to produce; or 9) when we are attempting to collect an obligation owed to us. In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying or other expenses incurred by us or payable pursuant to the Rate and Fee Disclosure regarding any subpoena and other Process.

You may apply for additional financial services, or seek to refinance your loans and other obligations with us from time to time with other lenders or financial services providers. You may also seek to sell, trade, transfer or exchange collateral pledged to secure your obligation to us. You authorize and specifically grant us permission to provide oral, electronic, or written "payoff" and other information including the amounts you owe on all obligations with us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, transfer or exchange. To expedite such transactions for your benefit, you agree that we can rely on the representations made to us by a third party and our duties to you hereunder do not require us to investigate or document a request for such information.

- I. Our Use of Third-Parties To Provide Services.** We contract with a variety of third-party service providers for products and services that we use in connection with our operations as a financial institution. The authority provided to us by you under this Agreement shall extend to any third-party service provider we may use to provide you with our products and services. These third-party service providers may require access to your information or the communications between us for purposes of performing the services and providing the products we need to use in the administration of your account and delivery of our products and services to you. You acknowledge that any third-party service provider we contract with in connection with our administration of your account or delivery of any product or service to you may access your information or the communications between us in connection with any product or service provided by us, and expressly consent to such access, and any such third-party service provider's use of your information in connection with any product or service provided by us.

- J. **Information You Give Us.** When you open an account with us, you give us information about yourself and confirm that it is correct. We enter the information into our records. We may rely on that information until you notify us of a change, and we have had a reasonable time to act on the new information.
- K. **Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may validate the information you provide to confirm we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your accounts or we may close the account if it was previously funded.
- L. **Telephone Calls and Consent to Receive Communications.** You consent to us or any third-party service provider we use in connection with our operations as a financial institution, monitoring or recording phone calls you make to us, or we make to you. Applicable laws, including the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 ("TCPA"), the "CAN-SPAM Act", and their related federal regulations and orders issued by the Federal Communications Commission ("FCC") require us to obtain your consent to contact you about your account. Your consent is limited to your account, and as authorized by applicable law and regulation. Your consent does not authorize us to contact you for telemarketing purposes, unless you otherwise agreed elsewhere. Consent is not a condition to obtain our products or services.

With the above understanding, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. The consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier, or any service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail, email, and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

- M. **Consent to Contact.** By signing or otherwise authenticating an account card, you agree we and/or our third-party vendors (including debt collectors) may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by written notice to 3Rivers Credit Union, P.O. Box 2573, Fort Wayne, IN 46801-2573, by telephone at 800-825-3641 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with your accounts or any of them, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you provide to us. You agree to indemnify us and our third-party vendors (including debt collectors), and hold us and our third party vendors (including debt collectors) harmless, from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements. In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your fa

- N. Inappropriate Transactions.** You agree not to use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or rules may limit or prohibit certain transactions that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to gambling activity. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions that may be at or relating to a hotel-casino. You understand and agree such limitations /prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or an Authorized User; or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use of your account and/or Access Devices.
- O. No Credit Union Liability for Member Losses Due to Unauthorized Online Account Access.** It is extremely important that you maintain the security of your online systems, including your Access Devices and any other device, hardware, or software you may use to access your account with us, and the services we provide. You agree to maintain up to date data security systems and programs to preserve the security of your online systems, Access Devices, and any other device, hardware, or software you may use to access your account with us, and the services we provide.

**The Credit Union shall have no responsibility or liability whatsoever for any loss you incur of any kind that occurs as a direct or indirect result of any unauthorized access by another party, whether as to your online systems, including your Access Devices and any other device, hardware, or software you may use to access your account with us, and the services we provide, regardless of the circumstances. This waiver of liability shall apply regardless of the manner in which the Credit Union processes any item or transaction that occurs as a result of any unauthorized access to your online systems, including your Access Devices and any other device, hardware, or software you may use to access your account with us, and the services we provide. Member acknowledges and agrees that it will remain strictly liable for any and all losses it may incur as a direct or indirect result of any unauthorized access to any online systems, Access Devices, and any other device, hardware, or software they may use to access their account with us, and the services we provide.**

Notwithstanding any other provision in this subsection (O), nothing herein shall negate Credit Union's duty, to the extent any such duty may be determined to exist under applicable law, to act in good faith and with ordinary care.

- P. Transaction Limitations and the Credit Union's Business Days.** Except as may be otherwise specifically provided in this Agreement, all transactions after the close of business on a business day, or received on a non-business day, will be treated, transmitted, and/or recorded as if they occurred on the next business day. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility for them until actually received.
- Q. Account Rates and Fees.** Our payment of dividends on your account is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in this Agreement and the Truth-in-Savings Act Rate and Fee Disclosure. Fees applicable to all share accounts and account services are set forth in the Rate and Fee Disclosure. We may transfer from any of your accounts any charges or costs in connection with the operation and maintenance of account as stated in this Agreement or the Rate and Fee Disclosure. We may change the Rate and Fee Disclosure at any time upon proper notice as required by law.

### **SECTION 3: ARBITRATION AND CLASS ACTION WAIVER**

**Please read this provision carefully: It affects your legal rights.** Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.

**A. Arbitration Procedures.**

1. **Electing Arbitration.** You or we may elect to arbitrate any claim or dispute between us arising from or related in any way to this Agreement or any accounts, product, or service you have or have had with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state equivalent). Any arbitration hearing will occur within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.
2. **Arbitration Costs.** We will reimburse the amount of the filing, case management, administration, and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrator determines your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorney's fees to the prevailing party under applicable law or agreement.
3. **Arbitrator and Arbitration Rules.** The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA") or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a single, neutral arbitrator. The arbitrator is bound by the terms of this Agreement and will be a retired judge or attorney with experience in financial institutions.
4. **Effect of Arbitration Award.** The arbitrator's decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

**B. Federal Arbitration Act.** This Agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrator.

**C. CLASS ACTION WAIVER.** **Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and the Credit Union acknowledge the Class Action Waiver is material and essential to the arbitration of claims or disputes and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided, or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.**

**D. General.**

1. **Severability; Survival.** Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of this Agreement.
2. **Available Relief.** This arbitration provision does not preclude you from informing any federal, state, or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, during or after the

pendency of any arbitration proceedings, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

3. **Exclusion.** To remove any doubt, this arbitration provision does not apply to: 1) any consumer credit transaction secured by a dwelling (including home equity line of credit secured by your principal dwelling); or 2) any consumer credit obtained while you were a covered borrower as defined define by the Military Lending Act.

#### **SECTION 4: ACCOUNT RULES AND POLICIES**

**A. Deposits.** Funds may be deposited in any manner that is acceptable to us. Deposits may be made by mail, in-person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.

1. **Endorsements.** You authorize us, in our discretion, to accept transfers, Checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more Owners of the account, whether or not endorsed by all payees. All Owners are deemed to receive the benefit of all deposits and the proceeds of such deposits; and we may give cash back to any payee. You authorize us to supply missing endorsements of any Owners. If an insurance Check, government Check, or other Check or draft requires an endorsement as set forth on the back of the Check or draft, we may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the draft or Check between the top edge and 1 ½ inches from the top edge. We may accept drafts or Checks with endorsement outside this space. However, if such endorsement or any other markings you or any prior endorser has made on the draft or Check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.
2. **Multiple Payees.** Unless any Check, Share Draft or other Instrument expressly indicates that the item is payable to conjunctive payees, the Instrument shall be deemed payable in the alternative. If there is ambiguity, the Instrument shall be deemed payable in the alternative (example: a Check payable to "A and B" is a conjunctive Instrument. A Check payable to "A or B", "A, B", "A/B", where "A and B" are listed on separate lines or otherwise, where not expressly conjunctive are payable in the alternative.)
3. **Substitute Checks.** You agree not to deposit any substitute Check or similar item that you have created, or for which no financial institution has provided any substitute Check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute Check or item. You agree not to deposit any substitute Check without our consent.
4. **Collection of Deposits.** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Member Signature Card or Membership Application or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to 1) refuse any order, transfer or deposit; 2) limit the amount that may be offered for deposit and 3) return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and given to us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve and Clearing House rules. Without prior notice to you, we may charge back any item at any time before final payment, whether returned or not, and may also charge back any item drawn on us if, within the normal handling period for such item, the item cannot be honored against the drawer's account. We are authorized to pursue collection of previously dishonored items (including re-presentation) and in so doing we may permit the payor financial institution to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format.

5. **Direct Deposits.** We may offer a direct deposit option allowing you to preauthorize deposits (i.e., payroll Checks, Social Security or retirement Checks, or other government Checks) or preauthorize transfers from other accounts with us. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. You agree that you have an obligation to notify us immediately regarding the death of any person that receives any federal or state retirement, welfare, benefits or other payments via electronic or other deposit. If we are required to reimburse the federal or any state government, agency or authority for any payment deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law; and that you will be obligated to repay to us on demand any such sums.
6. **Collection Items.** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment we may debit your account for the amount of the item. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item, we will follow the presenting institutions' instructions and pay the item if your actual account balance is sufficient to pay the item or if we are required to pay the item pursuant to other provisions of this Agreement or any other agreements with us to the extent they may be applicable. The financial institution on which the collection item is drawn may charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Otherwise, the financial institution may subtract its fee from the amount of the payment we receive. Any fees may apply even if the collection item is returned unpaid.
7. **Direct Deposit or Transfer Authorization/Bankruptcy.** If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make any applicable deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization until written notification is received by us to discontinue any payments or transfers.
8. **Deposits at ATM and Night Deposit Facilities.** All deposits and payments made at an automated teller machine ("ATM") or at one of our night deposit facilities are subject to the provisions and Check collection procedures as disclosed to you in our Funds Availability Policy. Deposit transactions of cash and other items to your accounts can only be accepted at specifically designated ATMs. Not all ATMs can process deposit transactions. The contents of our night deposit facilities are processed once per business day. You further agree that the credit to accounts for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, the amount will be deducted from your account.
9. **Provisional and Final Payment.** All items, deposits, ACH transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers or both and impose a return charge, as set forth in the Rate and Fee Disclosure, on your account without notice. If we incur any fee collecting any item, we may charge such fee to any of your accounts with us. We reserve the right to refuse or to return all or any item or funds transfer. We also have the right to charge back against any of your accounts with us all deposits, transfers, or collection items including Checks presented for payment of cash that are returned to us due to non-payment, as a reclamation by the United States Treasury, or if we are required to repay any amount previously collected for any reason whatsoever. These rights apply regardless of whether the amount of the item has been available for your use or the amount of time that has passed since the date of the deposit. If for any reason you do not have sufficient funds in your accounts to satisfy the charge back, each Owner agrees to pay us the amount charged back on demand, together with all fees and costs as set forth herein.

**10. Determining your Account Balance.** Your account has two kinds of balances: the actual balance (sometimes referred to as “ledger balance”) and the available balance. The actual balance is the amount of money that is actually in your account at any given time. It reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending. Your available balance is the amount of money in your account at any given time that is available to you to use for subsequent transactions. The available balance may take into account holds placed on deposits and pending transactions (such as pending debit card purchases) that have been authorized but that have not yet posted to your account, but may not accurately reflect Checks you have written, or other transactions you may have authorized that we are not aware of. We use your available balance when determining whether or not to authorize a new transaction, but we use your actual balance after the daily cut off time to determine whether to charge a fee for every transaction presented for payment against insufficient funds (“Overdraft Fee”), or a non-sufficient funds fee (“NSF Fee”) every time a transaction is presented against insufficient funds that has to be returned. Unless otherwise noted in this Agreement, all references to your account balance are to your actual balance.

## **B. Withdrawals**

- 1. General Withdrawal Rights and Restrictions.** Generally, you may withdraw and/or transfer funds from your accounts at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Except as otherwise specifically provided in this Agreement or other written agreements with us, all withdrawals shall be made in person or by written order, duly executed or by power of attorney upon a form acceptable to us and duly authenticated. Payments upon your order may be made in coin, bills, or Checks at our option. You also agree that your accounts are not assignable or transferable except to us, unless specifically authorized by the Credit Union in writing.
- 2. Restrictions on Withdrawals from All Accounts.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any accounts of not less than seven (7) days but no more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if your actual balance is sufficient to pay the full amount of the withdrawal orders you submit or you have an overdraft protection plan. If your actual balance is sufficient to cover some but not all of your withdrawal orders, we may process your withdrawal orders in any order we choose. We may refuse to allow a withdrawal and will advise when required by applicable law if: 1) there is a dispute between account Owners; 2) a legal garnishment attachment, or levy is served on us; 3) the account secures any obligation owed to us; 4) any required documentation has not been provided to us; 5) you are delinquent or fail to pay your loan or any other obligation owed to us when due.
- 3. Large Cash Withdrawal.** If you should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union’s sole discretion) in lieu of other methods offered by the Credit Union to transfer or withdraw funds, you hereby release the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to your possession of any large sums of cash from the moment of possession of the same is made available to you; and you will execute and deliver any further releases the Credit Union may require in connection with such withdrawal.
- 4. Transaction Limitations for Money Market Accounts.** During any statement period you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized, automatic, telephonic, online account access, mobile access, chat or audio response transfer or instructions. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon written or oral orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Rate and Fee Disclosure. If

you exceed the transfer limitations set forth in any statement period we may reverse or refuse to make the transfer and your account will be subject to reclassification or closure by the Credit Union.

5. **Checks You Request from Credit Union.** If you request any Check be issued by the Credit Union pursuant to any means we make available, then all such Checks are payable to the first named Owner of the account, record Owner, trustee, custodian, or as otherwise indicated on your Member Account Agreement with us and will be mailed to the address of record.
6. **Temporary Holds.** To facilitate certain transactions we may place a temporary hold on funds in your account. These holds may be for periods of 36 hours or more and are generally imposed by the transaction networks that process your payment requests. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate transactions. Therefore, it is your obligation to insure that the actual balance of your account is sufficient at all times to pay the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant (hotel, car rental, company, retailer, etc.) may obtain authorization for up to three times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account for 36 hours or more after your bill is finally satisfied by you for these time periods.
7. **Stop Payment Orders.** If you don’t want us to pay a specific written Instrument such as a personal Check, you can ask us to place a “Stop Payment Order” (“SPO”) on the Instrument. You can notify us by mail, telephone, chat, message center or in person. Any such instruction must be given to an employee of the Credit Union. Your SPO will take effect when we record it on your account.

A SPO will not be valid and binding on us unless it includes your account number, the number and date of the written Instrument, the names of the payees, and the exact amount of the Instrument. If this is a multiple party account, we will accept a SPO from any Owner regardless of who signed the Instrument or otherwise authorized the transaction. We will charge you a service charge for any SPO as set forth in the Rate and Fee Disclosure, which sum may be transferred by us from any Owner’s accounts or paid directly to the Credit Union.

Your SPO will be effective for a period of six (6) months. Further, you agree that the Credit Union, in its sole discretion, may confirm any SPO in writing by sending a notice to the address in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months.

The Credit Union will not be responsible for any loss as a result of honoring a Check: 1) more than six (6) months after your SPO, and our written confirmation; 2) through inadvertence, oversight, or accident we honor any postdated Check; 3) if you fail to provide us with complete or accurate information. We have no obligation to accept any order to stop payment on any certified Checks, cashier’s Checks, teller’s Checks, official Checks or other Instruments guaranteed by us. You will be responsible to the Credit Union if any claim is made against us as a result of our acting in accordance with your SPO. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorney’s fees that we incur in defending the Credit Union against claims or demands made against us as a result of following your SPO.

8. **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 other item and execute other transactions in any order we choose. The order in which we process Checks, drafts or other 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 transactions and withdrawals.
9. **Telephone Transfers.** A transfer of funds from your account to another of your accounts at the Credit Union may be made by telephonic instructions given by the same persons and under the same

conditions that a written transfer request could be made. You agree that the Credit Union may rely on the apparent authority of a person that is able to provide the Credit Union with the information we require to initiate a transaction by telephone.

**C. Share Draft/Checking Accounts.**

1. **Approved Form.** The Credit Union may refuse any Check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any Check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for any account, if made more frequently or in a greater number than specifically permitted to your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted by your account. If we accept a Check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item.
2. **Verification.** Because of the nature of the Credit Union Check program, neither the Credit Union nor any processing entities shall be responsible for the authenticity of the Checks with regard to your signature or alterations; and Checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any Check or item except for your signature, the amount, and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.
3. **Safeguarding Checks.** You agree to take precaution in safeguarding your blank Checks. You will notify us immediately if you learn or have reason to know that any of your blank Checks have been lost or stolen. If you are negligent in safeguarding your blank Checks, we will not have any liability for any losses you incur as a result of fraud or forgery if we pay any such Check in good faith pursuant to standard commercial practices while exercising ordinary care.
4. **Fees.** You agree we may impose a fee as set forth in the Truth in Savings Act Rate and Fee Disclosure on the payee or other holder of a Check or other item drawn against your account that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the Check collection system.
5. **E-Checks.** When you or any Authorized User authorizes any E-Check you agree: 1) that we may pay the item as submitted to us; 2) that you shall be solely responsible for all information transmitted regarding such item including but not limited to the payees, the amounts of the item, and endorsements or the lack thereof; and 3) you agree to indemnify us for all losses we incur in connection with any E-Check you or any Authorized User authorizes.
6. **Postdated and Stale Dated.** We may pay any Check or draft without regard to its date. You are not to deposit Checks, drafts or other items before they are properly payable. We are not obligated to pay any Check or draft on your account, which is presented more than six (6) months past its date; however we have no obligation or liability to you or any other party to the Instrument or in the chain of the collection process if we do so.

**D. Other**

1. **Legal Process and Other Claims.** Should we receive any Process, or other adverse claims which in the Credit Union's opinion affects your accounts, we may at our option or without liability, refuse to honor orders to pay or withdraw sums from the accounts and withhold the balance in the subject accounts until the Process or adverse claim is disposed of to the Credit Union's satisfaction, or pay the balance over to the source of the Process. We may also refuse to allow a withdrawal if there is a dispute between Owners about the account or if the account secures any obligations owed to the Credit Union. Any Process or adverse action claim is subordinate to our lien and security interest in all funds in your accounts.
2. **Duty to Cooperate.** You have a duty to cooperate with us and any law enforcement, government agent, or government agency with regard to any claim of fraud, forgery, unauthorized access or any

other adverse claims made in connection with your account, or any transactions that may be related to your account.

3. **Par Value Requirement.** If the actual balance of your account falls below the required par value for membership for forty-five (45) consecutive days, then your membership may be terminated by us pursuant to the Credit Union's bylaws.
4. **Membership Termination.** You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or on outstanding items or transactions. You further agree that we can terminate your membership for cause based on any of the circumstances in this Agreement. Upon termination no transactions will be allowed.
5. **Cross Collateralization.** To reduce the possibility of loss, to the extent permitted by applicable law, you grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations to us. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This "cross collateralization" of your obligations applies to all debts regarding your accounts, loan or otherwise, including but not limited to each close-end loan obligation, each advance under any Line of Credit loan plan, all obligations under any Credit Card Agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the "cross-collateralization" of your obligations to us.
6. **Perfection of Lien.** All borrowers and Owners of collateral hereby authorize the Credit Union or its agents to file, execute, sign, authenticate and take all other actions deemed necessary or proper in said parties' names and stead with regard to the said parties' obligations to sign, file, or obtain any lien, evidence of lien, financing statement, certificate of title of other security interest we deem necessary for the attachment or perfection of our lien rights in any collateral pledged to secure the borrower's obligations to the Credit Union as well as any additional collateral we may require under the terms of this Agreement and any alternate collateral we agree to accept; or sale of such collateral in the event of default, which authority includes any modification, amendment continuation or re-filing.
7. **Cost, Expense and Attorney's Fees.** All Owners of accounts or services with us agree, jointly and severally to pay us for all costs and expenses, including attorney's fees we may incur: 1) if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union ;2) if we incur any cost or expenses as a result of any order or instruction received from any Owner or any Owner's agent under this Agreement, any adverse claim, Process, your failure to comply with any obligation in this Agreement or otherwise; 3) if we incur any expense as a result of any dispute, adverse or inconsistent claim; 4) if we bring any action contemplated in this Agreement; 5) if we successfully defend any claim against the Credit Union brought by any Owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal proceeding (including but not limited to arbitration or mediation) involving your accounts or services with us; or 6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fide or legality of any transactions to or from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expense incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorney's fees. In the case of any collection action you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or

attorney's fees incurred in any appellate, bankruptcy, or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your accounts with the Credit Union before payment to any Owner or other party. If the amount in your accounts are not sufficient, then the Owners of the affected accounts or parties to any applicable services will immediately pay any difference.

- 8. Termination of Accounts and Services.** We, in our sole discretion, may terminate, limit or restrict, any of your accounts or services, including but not limited to loan services, or place a freeze on any funds in your accounts with us at any time without notice or require you to close your account or terminate services and apply for a new account or service if: (a) there is a request to change the Owners or Authorized Users on the account; (b) there is a fraud, forgery, or unauthorized use committed or reported; (c) there is a dispute as to ownership of any account or sum in an account; (d) there are any share drafts/Checks that are lost or stolen; (e) there are returned unpaid items or transactions not covered by an overdraft plan with us or any abuse of any such plan per our assessment thereof; (f) you make misrepresentations regarding any accounts or services; (g) the Credit Union incurs any loss relating to any loan, account or services you have with us; (h) if we believe you have been negligent in protecting any Access Device or codes; (i) we deem it necessary to protect the Credit Union from any loss, or deem it to be in the best interests of the Credit Union, our Members, or our employees; (j) you breach any promise under this Agreement or any other agreement with us including but not limited to any default or delinquency with regard to any loan or other agreements; (k) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (l) you refuse or fail to cooperate as provided by this Agreement; (m) you violate any Credit Union policy, procedure or standard of law, regulation, or rule; (n) There has been no activity on your account or you have not used a service for 45 consecutive days. We, on our own accord, may place a stop payment on any share draft/Check, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. Club Accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, Check, withdrawal, item or transaction after your account is terminated. However, if we pay any terms after termination, you agree to reimburse us upon demand.

In addition to the above, we, in our sole discretion, reserve the right to restrict any individual that has caused a loss to the Credit Union from being named as an Owner or joint Owner on any account or service. Furthermore, we reserve the right to require the removal of any joint Owner any existing account or service if the joint Owner has caused a loss to the Credit Union. This includes, but not limited to, removing the joint Owner from any account or services of another Member or restricting any Member from adding a joint Owner to a multiple party account.

- 9. Change of Name or Address.** You will promptly notify us of any change of address or your name, including your electronic mail ("email") or other electronic address. In the absence of such notice any mail, disclosures or notices sent to you at any: address, forwarding address provided to us by the U.S. Postal Office, or email address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery or any item we may be required to provide, regardless of actual receipt by you. If we receive notice that the address you provide to us is not correct or has changed without notice to us then the Credit Union may, at its discretion: 1) charge a monthly bad address fee until your address has been properly corrected, and/or 2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.

10. **Authorized Signature.** We are authorized to recognize any signature on a Master Account Agreement or document, but will not be liable for refusing any order or item if we believe in good faith that the signature or any order or items is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your Access Device or other Instrument to a third person. Also, if you authorize the use of a facsimile signature, we are not liable for honoring any Instrument that appears to bear your facsimile signature even if made by an unauthorized person.
11. **Defaults and Your Credit Reports.** The Credit Union may report information about your accounts to third parties such as credit reporting agencies or bureaus and to any other persons or agencies who in our judgement have a purpose under applicable law for obtaining information. Late payments, missed payments, insufficient funds transactions, or other defaults on your loan and share/share draft/checking accounts may be reflected in your credit report.
12. **Death of Account Owner.** We may continue to honor all Transactions on your accounts until we receive actual notice of your death. After receiving actual notice, we may honor all Transactions you authorized unless we are ordered not to do so by a person claiming an interest in your accounts. We can require any person claiming the funds in your accounts to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds shall be paid according to the express instructions in the Member Account Agreement (i.e. Payable on Death Beneficiary). If no express beneficiary is provided, survives the death of the last account Owner, or can be located via the information provided to the Credit Union by the Owner, then all funds will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to be provided regarding any right, claim, of fact regarding any matter related or arising from the payment of the funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate, or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of death of a joint Owner, the funds will be subject to additional provisions of this Agreement.
13. **Statutory and Consensual Liens on Shares.** By signing a Member Signature Card, Member Application, Master Account Agreement or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you grant us a lien on any and all funds in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any Owner's contributions. This lien secures any account Owner's joint and individual obligations to us now or in the future, whether direct, indirect, contingent or secondary. Payment of any sums to a joint Owner, beneficiary or other party will be subject to payment of all outstanding obligations owed to us.

You agree this lien is impressed as the first date that any applicable account is opened with us. This lien secures all debts you owe us under this Agreement, including but not limited to those arising pursuant to any loan agreements; arising from any insufficient funds items; fees; costs; expenses; attorney fees; or otherwise. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any notice to any account Owner or other party.

14. **Right of Set Off.** You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without Process legal or notice to any account Owner.
15. **Administrative Freeze.** You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral and may use appropriate administrative procedures (including but not limited to placing a

temporary hold or “freeze” on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any Owner. In the case of any bankruptcy proceeding, the Credit Union has the right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turn over such collateral absent the Owner’s filing any appropriate motions and the entry of any order either providing for adequate protection of the Credit Union’s rights in such collateral, or modifying or terminating the automatic stay as to such collateral.

**16. General Limitations on Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: through no fault of ours, the balance of your account is insufficient to does not contain enough money to pay the transaction; circumstances beyond our control prevent the transaction; your loss is caused by your negligence or another financial institution; or the money in your account is subject to Process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right in making payments of deposited funds to rely exclusively on the form of the account and the terms of this Agreement. Any conflicts between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form. You agree that the persons establishing any account with us are solely responsible for the structure and information provided for the account (e.g. Owners name, Social Security or other Tax ID Number, trustees, custodians, etc.); and we provide no advice and make no representations regarding the structure of any accounts or other services. The Credit Union will not have responsibility or liability to you or others relating to the dishonor or other return of any Check, draft, ACH transactions or other order occurring as a result of our exercising our lien rights or freezing any account in order to protect or preserve such rights; insufficient funds or otherwise.

**17. Telephone Requests.** You agree that funds in any account with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instructions we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order.

## **SECTION 5: GENERAL ACCOUNT FEATURES**

- A. Nature of Dividends.** The Credit Union pays dividends from current income and available earnings after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and annual percentage yield (“APY”) set forth in the Truth-in-Savings Rate and Fee Disclosure are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.
- B. National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund. Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.
- C. Limitations on Maximum Shares Held by One Member.** The Credit Union’s Board of Directors may limit the maximum amount of shares one Member may hold by resolution, which they may set or change from time to time.
- D. Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any

funds in any accounts in which you have an ownership interest in accordance with its right of offset. Your accounts may be pledged to secure existing or future obligations to this Credit Union.

- E. Fees and Charges.** The fees and charges set forth in the Rate and Fee Disclosure may be assessed against your accounts.
- F. Par Value Requirements.** The par value of a membership share, which must be fully paid to become a Member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Truth-in-Savings Act Rate and Fee Disclosure. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account.
- G. Transaction Limitations on All Accounts.** No Member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-borrower, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.
- H. Share Certificates.** Any share certificate account offered by the Credit Union is subject to the terms of this Agreement, Rate and Fee Disclosure, and any account receipt or certificate, which are incorporated herein by reference. IRA certificate accounts are also subject to the limitations imposed by federal law and regulations and to any limitations in your Credit Union IRA Agreement and Disclosure Statement, the terms of which are also incorporated herein by reference.
- I. Share Draft/Checking Accounts.** For share draft/checking accounts, you understand that when paid, your original Check (or any substitute Check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any Checks or other documentation. You agree to keep a copy of your original Check in order to verify its validity. If you request us to provide you with an original Check or sufficient copy, you agree that we may provide an electronic image or the original Check of sufficient copy. Further, the Credit Union may charge you a fee as set forth in the Rate and Fee Disclosure for each requested item and/or for research, as applicable.
- J. Statements.** If the Credit Union provides a periodic statement for your accounts, you will receive a periodic statement from us by mail describing all activity on your accounts during the statement period as required by law. The periodic statement will list all account and/or loan information as described in this Agreement. If you have a multiple party account we are only required to provide one periodic statement to any of the account Owners identified in the Member Signature Card. While we make every effort to ensure the descriptions of fees charged and activity on your account in periodic statements delivered to you are accurate, in some circumstances due to system constraints certain fees or transactions may not appear on your periodic statement in the exact order that they have occurred, or be described using the exact name provided in our Rate and Fee Disclosure. In the event of discrepancies in the name or order of transactions appearing on your periodic statement with the actual name of any fee or charge the Credit Union assesses you, or the actual order in which a transaction is paid, you agree that the actual order in which a transaction is posted to your account, and the actual name of any applicable fee or charge shall control.
  - 1. Your Duty of Examination.** You understand and agree that periodic statements are made available to you on the date mailed by us or our agent; or are otherwise made available to you. You acknowledge and agree that Checks and other Instruments are also made available to you for review on the date the periodic statement is mailed or made available, even though they do not accompany the statement. You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify each transaction is authorized and accurate. We will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded, or inaccurate transaction or item if: 1) you do not notify us in writing within thirty (30) days of the mailing date of the earliest periodic statement containing information about or indicating any forgery, alteration, unauthorized signature or transaction, missing signature,

improper or missing endorsement, encoding error or other inaccuracy; or 2) any Checks or Instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.

2. **Your Duty to Notify Us.** You agree that the information in each statement will be considered correct for all purposes and we have no liability whatsoever unless you notify us of any errors in writing within the time described in this section. If you do not receive a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not notify us, you will be deemed to have received the statement for all purposes. Notwithstanding the foregoing, shorter notification requirements apply to certain electronic funds transfers. See Section titled "In Case of Errors or Questions About Consumer Electronic Transfers" for liability and time limitations regarding electronic funds transfers.
  3. **Fiduciary Accounts.** Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery.
- K. **Multiple Party Accounts (Joint Owners).** Any or all Owners can make deposits or withdrawals regardless of contributions. To make withdrawals, an Owner must have his or her signature on file with us. If only one Owner has signed a Member Account Agreement, the account may be treated as an individual account. Each Owner guarantees the signature of all other Owners. We may accept orders, instructions, and requests for future services from any account Owner. Any account Owner may withdraw funds, stop payment on items, transfer, or pledge to us all or any part of the shares in any account and block, terminate, or discontinue or close any transaction or service without the consent of the other Owners. We have no obligation to notify the other account Owners of any pledge or other actions, order, or instructions by any Owner.

If there is a dispute between Owners, if there is any dispute regarding ownership or an account or any deposit to an account by an Owner or a party who we in good faith believe has a right to assert a claim or dispute (such as a personal representative of an Owner), or if we receive inconsistent instructions, we can suspend or terminate the account and require a court order or an agreement in writing concerning any transaction on the account. Each Owner is jointly and severally liable for all returned items, overdrafts, or any other obligations owed to the Credit Union as a result of any transactions on a multiple party account, regardless of the drawer, user, or Authorized User who orders or causes said transactions. We have the right to endorse any drafts, Checks, or other orders for the payment of money made out to any of the Owners. Once endorsed, we can deposit them in the multiple party account, or we can endorse them for deposit by using a stamp to show a general endorsement for the account. Each Owner appoints the other as his or her agent to endorse, deposit, withdraw, cash, and conduct business for the account. Acting as an agent, any Owner of the account may pledge to use the funds in any account to secure a joint or individual obligation to us. Once endorsed, the money can be taken in cash or deposited into the multiple party account. You agree that any money in this account can be paid to any one or more of the Owners. This payment can be made on the orders or instructions of any of the Owners, whether or not the Owners are alive at the time of payment. If we make a payment following these rules, you release us from liability.

- L. **Rights of Survivorship.** Unless your Member Account Agreement specifically indicates otherwise, you agree that it's your intention to create a joint tenancy with the right of survivorship (a form of ownership) in any multiple party account and if one of the multiple party Owners dies, his or her interest in the account passes to the remaining Owners; unless subject to our right of set-off or a pledge of the funds in the accounts, in which case all sums in the accounts will belong to us regardless of contributions, up to the amount of the obligation owed. We may not release any funds to a survivor until all required legal documents are delivered to us. The Credit Union reserves the right to require any changes to the account be made in writing signed by all account Owners.

- M. Payable on Death.** Payable on Death (“POD”) accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the Owners during their lifetimes, and upon death of the last account Owner, is payable to the beneficiary as designated by you on a form approved by us. Any changes to the designated beneficiary must be a consensus of all Owners. Accounts payable to more than one beneficiary are to be treated as joint tenancies without rights of survivorship. This means the sums in the account may be paid to any surviving beneficiaries individually or otherwise. However, no amount will be paid to any beneficiary, their heirs, or successors who are not living at the time the account became payable to beneficiaries. POD beneficiary designations do not apply to IRA accounts, but instead, are subject to your IRA Agreement/Certificate. The Credit Union has no obligation to notify any beneficiary of any POD account or of the vesting of his or her account. Further, the Credit Union is also entitled to all additional protections provided by applicable law regarding the payment of sums on deposit in POD accounts. If any beneficiary is not of legal age at the time of the accounts are to be paid to beneficiaries hereunder, then said amounts will be paid to the minor beneficiary in care of the legal guardian of such beneficiaries. If the minor has no legal guardian, then the funds shall be retained in an account similar to the account from which the funds are payable, or such other account for which the deposit may qualify if no longer entitled to the benefits of the original POD account based on the terms we offer until such time as the beneficiary reaches legal age.
- N. Minor Accounts.** For any account established for or by a minor, we reserve the right to require the minor account to be a multiple party account with an Owner who has reached the age of majority under state law who shall be jointly and severally liable to us for any returned items, overdraft, or unpaid charges or amounts on such account. We may require that a minor sign the Member Account Agreement if the minor can sign his or her own name, but may accept the representative signature of the adult joint account Owner. All parties to such an account acknowledge and agree that the adult joint Owner may make any and all transactions we allow on behalf of a minor. We may require a minor’s signature on the Member Account Agreement before a minor can make an individual withdrawal on any account, but are not required to do so and we may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account Owner, the guardian or parent shall not have any rights to access the account status when the minor reaches the age of majority, unless authorized in writing by all account Owners.
- O. Custodial and Other Fiduciary Accounts.** The Credit Union may open other accounts pursuant to a court order or to facilitate your request for a trust, custodial, probate or other acceptable purposes. We make no representation and give no advice concerning any such accounts and may refuse to open any account or refuse to follow any instructions that may expose us to any expense or liability.

An individual acting as an agent, guardian, personal representative, trustee, custodian, or in some other fiduciary capacity must be designated to us as such on the Member Account Agreement as well as any other documentation we may require. We are authorized to follow the directions of any such agent/fiduciary until we receive written notice that the agency is terminated and have had a reasonable time to act upon the notice. Such authorization for us to act extends to authorized signers. Further, you specifically agree that we are not liable for the misapplication of funds by your agent/fiduciary.

- P. Power of Attorney.** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your accounts, pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transactions by your attorney-in-fact and may restrict or refuse account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorney’s fees, we incur and agree to indemnify us of any loss or other expense we incur from your acceptance of your Power of Attorney.
- Q. Inactive Accounts.** If your account falls below any applicable minimum balance or you have not made any transactions for a period of 12 months we may classify your account as inactive. Although having no

obligation to do so, we reserve the right to not classify a particular account as inactive if the Owner thereof has other active accounts or services with us. Unless specifically prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Disclosure for processing your inactive account. You authorize us to transfer funds from another account of yours to cover any applicable service fees. If a deposit or withdrawal has not been made on the account and we have had no sufficient contact with you within the period specified by state law, the account will be presumed 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.

- R. Indemnity.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity). You agree to indemnify the Credit Union and hold us harmless from and against all costs, including attorney fees, damages, and claims related to our actions if we are unable to post funds to an account under certain circumstances, including but not limited to our closing of your account, you or any payee or endorsee's raising a claim regarding the account, or our failure to cancel or process an item as a result of incorrect information provided by you.
- S. Miscellaneous.** In this Agreement, except as otherwise indicated, use of the singular form include the plural and vice versa, as the context requires. The masculine includes the feminine and the neuter. References herein to any Section, Schedule or Exhibit shall be to a Section or an Exhibit as the case may be, hereof unless otherwise specifically provided. The descriptive headings of the various parts of this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect the meaning or construction of any of the provisions hereof. The use herein of the word "include" or "including" when following any general statement, term, or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not no limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference hereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. All references to days in this Agreement shall be interpreted to mean calendar days unless indicated otherwise. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any Owner, user, or other applicable person or party; or limit our authority to enforce any of your rights with respect to other transactions with you. Any such waiver is not sufficient to modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreements, but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement and applicable law. In the case of any conflict, the loan agreement will govern. The terms and conditions of any account, including the method of determining dividends, may be changed by the Credit Union upon written notice, or as required by applicable law.

If there is a dispute between Owners or any other parties claiming interest in any account or transaction; or if there is any dispute regarding ownership, entitlement, payment, and Owner's intent or instructions, or otherwise with regard to any account or any transactions; or if we receive inconsistent instructions or claims, we can in our sole discretion: 1) suspend or terminate the account and require a court order; 2) require an agreement in writing that we deem sufficient; 3) file an interpleader entity; or 4) take such other action as we deem appropriate.

- T. Governing Law and Jury Waiver.** This agreement any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of State of Indiana without reference to provisions relating to conflict of laws. In the event the parties do not elect to resolve disputes through use of arbitration pursuant to this Agreement, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties under this Agreement, of any Related Agreement.
- U. Amendments and Changes.** Changes to any account or service requested by any Member or account Owner can only be made with the express consent of the Credit Union. If a change to a multiple party account or service is requested, we may require that all multiple Owners indicate their consent by signing our document evidencing the change. As set forth herein, the Credit Union, in its sole discretion, may change this Agreement at its sole discretion, including the method of determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Amendment shall be effective at the earliest time allowed by applicable law. Your continued use of the account or any service we provide shall be considered assent to any change we make.

## **SECTION 6: OVERDRAFT POLICY**

- A.** An overdraft occurs when you make or authorize any transaction by Check, electronically, or otherwise that exceeds the actual balance in the account you access, or if we impose a fee that exceeds the actual balance in your accounts, and we pay it anyway. This means that an overdraft can only occur when the transaction is actually paid by us against an insufficient actual balance, not when it is approved for payment.
- B.** Unless you have an approved overdraft protection program with us, you agree not to cause an overdraft on any of your accounts with us. The Credit Union, in its sole discretion, may pay certain transactions via an overdraft protection program or otherwise on a case-by-case basis, but has no obligation to do so. We may impose a fee every time a transaction is presented for payment against an insufficient actual balance, as set forth in the Truth in Savings Act Rate and Fee Disclosure for any overdraft. You agree to pay us promptly the amount of the overdraft together with any applicable fees. We may also charge an NSF fee each time a transaction is returned after being presented against an insufficient actual balance. Because you are charged an NSF fee every time a transaction is returned after being presented for payment against an insufficient actual balance, you may be charged more than one NSF fee per item. The Credit Union has no obligation to notify of you of any NSF transaction or charge that creates an insufficient actual balance in your account.
- C.** You agree the Credit Union may utilize any funds in any of your accounts to pay any overdrafts or to pay any other debits that you owe as a result of any authorized acts. Authorized acts include, but are in no way limited to any transaction on your accounts, payments on your loans, and other obligations whether preauthorized or otherwise, any default, or transaction that exceeds your authorized credit limits. Funds may be applied from any account in which you have a beneficial interest; and may include funds regardless of the source including, but not limited to deposits of funds representing payment of Social Security, Veteran benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds shall be deemed a voluntary transfer that you have authorized.
- D.** Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein cause by or arising from the actions of any Owners or Authorized Users.
- E. Overdraft Protection Programs**
- 1.** We offer different plans to help you try to avoid account overdrafts. These plans are listed in the order that we believe to be the least costly to you. These services are optional. A combination of some or all of the plans may be available to you at the same time.

2. **Credit Line.** You may apply for a secured or unsecured credit line. Current examples of these products include Home Equity Line of Credit and Commercial Lines of Credit. If approved, for this loan service, advances from your Line of Credit will be covered by our loan agreement with you. If sufficient funds are available in your Line of Credit, funds will be advanced to cover the amount of any overdraft to the share draft/checking account you have designated. You will not be charged an NSF fee. No transfer will be made from your Line of Credit 1) which would cause your outstanding Line of Credit balance to exceed the credit limit for which you were approved or 2) any time your Line of Credit is not paid current or is otherwise considered to be in default by us. You understand that all advance requests from your Line of Credit are subject to prior authorization by us and that the Credit Union may cancel this overdraft protection at any time. All advance requests from your Line of Credit are subject to our Rate and Fee Disclosure.
3. **Transfers from Your Savings Accounts (Overdraft Protection Transfer).** We may, but do not have to, transfer funds from your share savings account when your share draft/checking account contains an insufficient actual balance to pay an authorized transaction presented for payment by you or any Authorized User of the account. An Overdraft Protection Transfer Fee will be charged to the share savings account in accordance with the Truth in Savings Rate and Fee Disclosure. If there is an insufficient actual balance in the designated share savings to pay the overdraft, the Credit Union may return the item and charge a fee for each transaction returned unpaid unless you have another overdraft protection plan.
4. **Credit Card.** You may apply for a 3Rivers Credit Card, and if approved for this service advances from your Credit Card will be covered by our credit card agreement with you. If sufficient funds are available on your Credit Card account, funds will be advanced to cover the amount of any overdraft to the share draft/checking account you have designated. You will not be charged an NSF fee. However, a cash advance fee will be applicable and charged to your credit card balance. No transfer will be made from your Credit Card: 1) which would cause your outstanding Credit Card balance to exceed the credit limit for which you were approved, or 2) any time your Credit Card is not paid current or is otherwise considered to be in default by us. You understand that all advance requests from your Credit Card are subject to prior authorization by us and that the Credit Union may cancel this overdraft protection at any time.
5. **Oversight Advantage.** Oversight Advantage is a discretionary service provided to Members in good standing with eligible accounts to cover accidental overdrafts. If you inadvertently overdraw your account, we have discretion to cover your overdrafts subject to the limit of your then-existing Oversight Advantage limit and the amount of the overdraft fee. Oversight Advantage is not a line of credit. Oversight Advantage is automatically available for Checks and ACH transactions. We only approve and pay ATM and debit card transactions if you ask us to. The Credit Union has the discretion to pay overdrafts, but payment is a discretionary courtesy and not a right of the Member or an obligation of the Credit Union. The Credit Union uses your actual balance when a transaction is presented for payment to determine whether a transaction will cause your account to overdraw and for charging overdrafts and fees. Fees are disclosed in our Rate and Fee Disclosure.

## **SECTION 7: TERMS AND CONSENT APPLICABLE TO ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTRONIC RECORDS, ELECTRONIC MAIL, FACSIMILE AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS.**

- A. **Agreement.** You specifically consent and agree that we may provide this Agreement and any other agreements, disclosures, contracts periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you on your behalf electronically (all such documentation is referred to collectively as “electronic records”). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such

documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call or write us as set forth in this Agreement. The Credit Union uses the email address you have provided to send electronic notifications. You are responsible for notifying us of any changes to your email address.

Upon receipt of your consent, we will provide all electronic records to you, as applicable, to the email address that you provide. You may be required to enter a logon together with a personal identification number (“PIN”) and/or password, created by you, to access the electronic records. It is your sole responsibility to protect your logon and PIN/password from unauthorized persons. You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not Owners, borrowers, Authorized Users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party to the email address provided by you in your Member Account Agreement or any updates thereto that are provided to the Credit Union.

**B. Online and Mobile Banking.** Our digital banking platform (“Online and Mobile Banking”) is available to Members who enroll and is available at [www.3riversfcu.org/online.org](http://www.3riversfcu.org/online.org) or available for download in your mobile device’s app store. By requesting any electronic funds transfers, online banking, or other electronic services or transactions, by submitting an application or agreement to us electronically, or by emailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

**C. Performance of Software and Electronic Service and Warranty Disclaimer.** In no event will we be liable for any consequential, incidental, or indirect damages arising out of the use, misuse, or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. FURTHER, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, including but not limited to any Online and Mobile Banking service/app provided to you under this or any other agreement with us.

*We do not and cannot warrant that Online and Mobile Banking will operate without errors or that any or all digital banking services will be available and operational at all times. Except as specifically provided by this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason or your use of or access to Online and Mobile Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the Online and Mobile Banking services.*

**D. Links to Other Sites.** Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party website. The Credit Union is not responsible for the content of the linked third-party sites and does not make representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

**E. Controlling Law and Users Responsibilities.** Our website and the electronic services we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Indiana, which law together with specifically applicable federal laws govern this Agreement. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative and you are solely responsible for compliance with any applicable local laws and regulations.

- F. Virus Protection.** We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your computer, electronic device, and external data storage device using a reliable virus protection software product to detect and remove any virus found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files, and even your hardware. The Credit Union shall have no liability whatsoever for any unauthorized transactions that may occur as a direct or indirect result of any kind of electronic virus, security or cyber breach of any kind that you may experience, regardless of the circumstances.
- G. Electronic Signature.** You consent and agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar action while using any electronic service we offer; or in accessing and making any transactions regarding your agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further you agree that no certification authority or other third party verification is necessary to authenticate the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.
- H. Electronic Records.** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to Checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, filming, or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to provide the agreements, rights, and obligations of the parties pursuant to any such record.
- I. Electronic Statements (eStatement).** You agree the Credit Union will provide your banking statement electronically and that the statements will be available through Online and Mobile Banking. To request a paper copy of your statements, or to withdraw your consent and agreement to receive electronic statements, call or write us as set forth in this Agreement. A fee may be incurred by you if you request a paper copy of your eStatement. Your eStatement is available for at least three (3) months from the date of the statement. The eStatement may be accessed using Online or Mobile Banking credentials. It is your sole responsibility to protect your log-in credentials and PIN/password from unauthorized persons. You agree to release 3Rivers from any liability if this information is intercepted or viewed by an unauthorized party.
- J. Electronic Mail and Facsimile Communications.** You acknowledge and agree that the internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response to any email or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to an email at either the address provided with the communication, the email address in your Member Account Agreement, or any other application or written communication actually received by us. Any account Owner, co-borrower, or Authorized User may change the email address for statements or other information from us at any time. Although having no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instructions to us if a communication cannot be authenticated to our satisfaction.

Further, we may not immediately receive email communications that you send. Also, we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and may refuse to send certain information through unsecured email communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, you may call us at the telephone number at the end of this Agreement.

## **SECTION 8: ELECTRONIC FUNDS TRANSFER SERVICES AGREEMENT**

**A. Introduction.** This Agreement defines your and the Credit Union's rights and responsibilities with respect to electronic transactions. You understand that all agreements and rules and regulations applicable to your accounts, as set forth in this disclosure and otherwise, remain in effect and apply to this Agreement, except as specifically modified in this section. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks related to the use of any card or Access Device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.

**B. Types of Electronic Funds Transactions.** The electronic funds transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your accounts or may not be otherwise available.

**1. Automatic Teller Machines.** The Credit Union may issue an Access Device and PIN to be used to make transactions. You can use your Access Device to:

- Withdraw cash from the accounts designated provided the funds are available;
- Check the balances in the accounts designated. This is called an "inquiry";
- Transfer funds between the accounts designated; and
- Make deposits at designated ATMs.

**2. Debit/Point of Sale Transactions.** If we approve your request for a debit card or other electronic Access Device, you may use your debit card or Access device to purchase goods and services in a point of sale ("POS") transaction at terminals designated by the Credit Union and anywhere participating merchants honor your debit card or Access Device. Transaction hereunder will be covered by funds deducted from your share draft/checking account. Subject to the limitations set forth in the Rate and Fee Disclosure, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the available balance in your designated share draft/checking account and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. However, it is important to remember that the actual balance of your account must be sufficient to pay any POS transaction when it is presented for payment – if your actual balance is not sufficient to pay the POS transaction you will incur an overdraft fee or NSF fee. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account from the amount of the purchase or other transaction will be released and your account debited for that amount.

**3. Pre-Authorized Transfer.** You can authorize the following transactions without the use of any Access Device issued by the Credit Union:

- Payments. You can make payments on your loans with the Credit Union directly from your share or share draft/checking accounts;
- Within Credit Union Transfers. You can arrange to transfer funds between your share or share draft/checking accounts. By separate application, you can arrange to transfer funds from your accounts to the accounts of other Members;
- Direct Deposit and Payments. You can authorize persons or companies to make direct deposits or withdrawals to or from your share or share draft/checking accounts for

payroll, pension, social security, and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payment from your Credit Union account through ACH or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all ACH or other electronic transactions, whether evidenced by any type of writing or converted to a written Instrument by the other person or company, and/or their agents. All such transactions are deemed to be authorized by you.

4. **Telephone Transactions.** You may access your accounts through Tele-Teller (audio response) with an access code that we will issue. You must use your Access Code to access your accounts. You may use Tele-Teller to:
  - Change your access code;
  - Obtain account information related to any of your share, share draft/checking, certificate and loan accounts;
  - Make transfers to or from your line-of-credit loans and deposit the proceeds in any of your accounts;
  - Make a loan payment from any share, share draft/checking account to any loan account of yours.
5. **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your Check. Any Check or information you convey to a third party can result in an electronic funds transfer. You agree that any such transaction is subject to applicable terms and conditions set forth in this Electronic Transfers Section of this Agreement. This can happen in several ways, for example:
  - You can purchase goods or pay for services and authorize a merchant or service provider to convert your Check into an electronic funds transfer;
  - At the time you offer a Check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the Check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer;
  - Your authorization to make these type of electronic funds transfers may be expressed in writing or implied through the posting of a sign or your participation in the initiation of the processing of the transaction;
  - You provide information from your Check or an account to another by telephone, internet, or otherwise who then converts the information given to an electronic transaction, ACH or otherwise.
6. **Online and Mobile Banking.** You may use a computer, or other device to access your accounts through, but not limited to, the internet. The Credit Union's Online and Mobile Banking service is available for use by Members. Online and Mobile Banking will require a user name and PIN, password or supported biometrics. It is your sole responsibility to protect your log on credentials from unauthorized persons. You may use Online and Mobile Banking for various services, including but not limited to:
  - Transfer funds between your Credit Union accounts (limitations may apply);
  - Obtain balance information for your Credit Union accounts;
  - Make loan payments from your Credit Union accounts (limitations may apply);
  - Pay your creditors using the bill pay service;
  - Take an advance from a line-of-credit account;
  - Change your password;

- Access or use other services that we may make available to you from time to time.
  - Create ACH transfers between your accounts at 3Rivers and other financial institutions.
- 7. Insufficient Funds Transaction (NSF).** If the actual balance of your account is insufficient to pay a transaction at the time it is presented for payment (not authorization), including POS or debit transactions, we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if the actual balance of your account is insufficient to pay it at the time it is presented for payment (not authorization), and you do not have a sufficient funds available in an approved overdraft plan. We may impose a NSF Fee as set forth in the Rate and Fee Disclosure every time a transaction is presented for payment against an insufficient actual account balance and as a result has to be returned, or an Overdraft as set forth in the Rate and Fee Disclosure for every transaction presented for payment against an insufficient account balance, whether paid or unpaid.
- 8. Electronic Processing and Transactions.** Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective/posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for ensuring your accounts have sufficient actual balances as applicable for the scheduled payment/transaction one business day prior to the date scheduled. If a payment is scheduled on a non-business day (typically Saturday, Sunday or Federal holiday), the payment will occur on the first business day after the scheduled date. In these cases, you should plan to have the payment initiated on the last business day before any of these dates in order to ensure your payment is made on time. You may not make payments and/or transactions to a federal, state, or local government or tax unit, or pay child support or alimony, or make payments to other categories of payees that we establish from time to time using our electronic services.
- C. General Rules for Using Your Access Devices.** You acknowledge and agree to the following:
1. Your Access Device is for personal use only. You agree not to allow another person to use your Access Device.
  2. You agree not to reveal your PIN or your password to another person and WILL NOT write or store your PIN or password on any Access Device. You are responsible for all transactions made by you or anyone else who used your Access Device with your knowledge and consent. You are also responsible for unauthorized use of your Access Device to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Device is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Device with maximum security.
  3. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Device the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee, or service charge that results from the use or misuse of your Access Device.
  4. You acknowledge that your Access Device remains the Credit Union's property and agree to surrender your Access Device to the Credit Union or its agents upon demand or through retrieval by another method.
  5. You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during, or after a transaction or other visit to an ATM or other electronic terminal location. You or any user assumes the risk of night time use of any ATM or other electronic terminal location or other electronic banking device.
  6. An Access Device may be issued to any Member, joint Owner, or Authorized User when qualified under the rules, regulations, and bylaws of the Credit Union.

7. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Rate and Fee Disclosure. You agree to pay the Credit Union the fee in effect at the time of all cards that you request from us.
  8. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
  9. The Credit Union reserves the right to add or eliminate ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
  10. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
  11. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
  12. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
  13. The Credit Union cannot stop payment on any point-of-sale or debit card transaction.
  14. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
  15. You will not obtain any Access Device to make transactions on your accounts with us that is not issued or approved by us.
  16. Merchants and others who honor the debit card or related Access Device may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
  17. You understand that you must keep your share and share draft/Checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account.
- D. Making ATM Transactions.** Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your Access Device together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for the use of ATMs accessible by your Access Device. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of any ATM not owned by the Credit Union.
- E. Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each Member to provide new addresses to the Credit Union.
- F. Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:
1. Overdrafts occur as a result of insufficient or uncollected funds on an account.
  2. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
  3. Loan, Credit Card or other delinquency with the Credit Union.
  4. Forced closure of a share or share draft/checking account at the Credit Union due to misuse.
  5. Special balance requirements, if any, are not maintained by you.
  6. Any other situation in which the Credit Union deems revocation to be in its best interest.

- G. Transaction Fees.** You are allowed to initiate transactions at any terminal, ATM, or other access means owned by the Credit Union for any network indicated in the Rate and Fee Disclosure. You may be charged certain transaction fees and other fees as set forth in the Rate and Fee Disclosure, which will be automatically debited from your share or share draft/Checking account. The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

**Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Rate and Fee disclosure. These fees are generally called a “surcharge”. This is not a fee charged by us; however, any such fee will be paid from your account.**

- H. Limitations on Frequency and Dollar Amounts of Transactions, Transfer Limitations.** General limitations governing the amount and number of transactions are set forth in the Rate and Fee Disclosure. The Credit Union may set other limits on the amounts of any transactions and you will be notified of those limits. In addition, the following limitations also govern your use of these services:

1. We may reduce the limit for “point-of-sale” transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.
2. **Card/Access Device Acceptance.** We do not promise everyone will honor your Card or other Access Device, and we have no obligation to you if anyone refuses to accept your Card/Access Device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card/Access Device, or otherwise fails to provide any services made available to you by the Credit Union.
3. **POS/Debit Card Purchases/ATM.** PIN based POS debit card transactions are limited to \$10,000 per 24 hours. ATM transactions are limited to \$500 per 24 hours. Individual accounts may have differing limits at the Credit Union’s discretion.
4. **ATM Transactions.** Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or Check) is made and when it will be available for withdrawal. You should review the Credit Union’s Funds Availability Policy to determine the availability of funds deposited at ATMs. (Deposit services may not be available at all terminals.)
5. **Tele-Teller (Audio Response).** Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. Unless otherwise specified, there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, with the exception of the limitations on transfers from OMA, Money Plus and Jumbo Money Market Accounts, as explained above.
6. **Online and Mobile Banking Access.** You may make Online and Mobile Banking transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Rate and Fee Disclosure or limits under agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from OMA, Money Plus and Jumbo Money Market accounts, as discussed herein and above. Our Funds Availability Policy may limit the availability of funds transferred by Online and Mobile Banking. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
7. THE CREDIT UNION MAY SET OTHER LIMITS ON THE AMOUNT OF ANY TRANSACTIONS, AND YOU WILL BE NOTIFIED OF THOSE LIMITS.

- I. Foreign/International Transactions.** Transactions using your debit card or Access Device made in foreign countries will post to your account in U.S. dollars. The Mastercard currency conversion procedures include use of either a government-mandated exchange rate or a wholesale exchange rate selected by

Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction is posted to your account. Mastercard charges a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .8%. The cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder. A debit card transaction may be considered an international transaction if you purchase an item from an overseas vendor, regardless of whether you are overseas. This means that you may be charged fees associated with an overseas transaction for purchases you make online from vendors that are based overseas.

J. **Bill Payment Service.** Our Bill Payment Agreement can be found on our website.

K. **Cancelling a Payment Transaction and Your Stop Payment Rights.**

1. **Preauthorized Transactions.** If you have arranged in advance to make regular electronic fund transfers out of your accounts for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages immediately caused by our failure.

2. **E-Check.** When any party converts any Check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an E-Check transaction, because it is already done.

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

L. **Right to Documentation.**

1. **Terminal Transactions.** You can get a receipt at the time you make a transfer to or from your account using an automatic teller machine or a point-of-sale terminal. For transactions \$15 or less, you may not be provided a receipt at the time of the transaction.

2. **Direct Deposits.** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will inform you every time they send us the money. You can call, write us, use Online and Mobile Banking, or Telle-Teller to find out whether a deposit has been made.

3. **Periodic Statements.** Transfers and withdrawals transacted through an ATM or POS terminal, Tele-Teller (telephone audio response), Online and Mobile Banking or debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

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

- N. Liability for Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:
1. Through no fault of ours, the actual balance of your account is insufficient to make the transaction, funds in your account are held as uncollected (UCF).
  2. The transaction exceeds goes over the approved amount in your overdraft program.
  3. The terminal where you were making the transaction does not have enough cash.
  4. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
  5. Circumstances beyond our control (such as fire, flood, electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
  6. You have not properly followed instructions for operation of the ATM or system.
  7. The funds in your account are subject to legal Process or other similar encumbrance.
  8. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
  9. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
  10. You used your Access Device, PIN, or access code in an incorrect manner.
- O. Information Disclosure.** We will disclose information to third parties about your account or the transaction your make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, (4) in connection with our use of third-party service providers to provide you with products and services on your account, or (5) if you give us your written permission.
- P. Business Day Disclosure.** Our business days are Monday thru Friday excluding Federal Holidays.
- Q. In Case of Errors or Questions about Consumer Electronic Transactions.** In the case of errors or questions about your consumer electronic transfers, telephone us at 800-825-3641 or write us at PO Box 2573, Fort Wayne, IN 46801-2573, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent or made available sent the FIRST statement on which the problem or error appeared. You should provide the following information:
1. Tell us your name and account number.
  2. Describe the error or the transfer you are unsure about, include, to the extent possible, the type of transaction, the date and explain as clearly as you can why you believe it is an error or why you need more information.
  3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct the error promptly. If we need more time, however, we may take up to 45 days to investigate your complain or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that your 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 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

- R. Special Rules for Provisional Credit for Debit Card Transactions.** If you believe a debit card transaction was unauthorized, we will re-credit your account within five business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.
- S. Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

**Special Notice to Debit Cardholders:** If there is an unauthorized use of your debit card or an Internet transaction, and the transaction takes place on the Mastercard network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determined, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone else uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500.

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

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

- T. Reporting a Lost Card, Access Device, or PIN.** If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Agreement.. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.

## **SECTION 9: UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE**

- A. Summary and Definitions.** The following rules shall apply to all wire transfer services provided by the Credit Union. This Section 9 supersedes any inconsistent terms contained in any other or prior agreements

and any previous Wire Transfer Notice or Request. This Section 9 governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the NACHA operating rules. This Section 9 does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. Further, to the extent that this Section 9 varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Section 9 shall govern, except where specifically prohibited by applicable law.

- B. Services Available.** You authorize us to transfer funds in accordance with your requests to and from your accounts with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the accounts from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.
- C. Persons Authorized to Make Transfers.** We agree that you, any joint Owner of an account, or any person authorized by a written instrument by you or any joint Owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your accounts. We may rely on the authority of any persons designated by you or any joint Owner until we receive written notice revoking or modifying that authority.
- D. Security Procedures.** When a payment order is issued by an account Owner, the Credit Union's security procedure may involve the use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that the security procedures established hereunder which we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.
- E. Time Limitations for Acceptance of Orders.** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Our transfer business days and cut-off times are set forth in the Rate and Fee Disclosure, as amended from time to time. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfers, amendments and cancellations) is considered accepted when executed by us.
- F. Cancellation or Amendment of Transfer Requests.** You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedures. We shall have no liability if such cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

The Credit Union may terminate your access to the wire transfer service with or without cause by giving thirty (30) days prior written notice. Notwithstanding the foregoing, we may terminate your access to the wire transfer service immediately at any time if (1) we reasonably deem the Credit Union insecure; (2) you have breached the terms of this Agreement; or (3) we become aware of information which may indicate

illegal or improper transactions. In addition, we require thirty (30) days notice from you to discontinue a "recurring funds transfer" that was previously authorized by you.

- G. Member Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identified a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.
- H. Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic statements. Notification of receipt of all such transfers will be provided by including such item in the periodic account statements we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours.

Under the NACHA operating rules, which are applicable to ACH transactions involving your account, we are not required to give you next day notice of receipt of an ACH item and we will not be doing so. However, we will continue to notify you of the receipt of payments in the periodic statements provided.

You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

- I. Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own Internet systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment of another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.
- J. Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided in this Agreement or applicable law, the Credit Union shall only be responsible for performing the funds transfer service provided in this Agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or if we act with willful misconduct, which failure or willful misconduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care; and without willful misconduct.
- K. Your Liability to the Credit Union.** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provisions or inaccurate data by you.

- L. **Provisional Payment.** We may in our sole discretion give you a credit for ACH payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.
- M. **Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the laws and as provided in the operating rules of the National Automated Clearing House Association.
- N. **Fees.** We will charge you fees and you agree to pay for the wire transfer services as described in this Section 9 as set forth in the Rate and Fee Disclosure; and as otherwise set forth herein and in this Agreement.

## SECTION 10: FUNDS AVAILABILITY DISCLOSURE

- A. This Disclosure applies to all "transaction" accounts. Transaction accounts, in general, are accounts that permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft/checking accounts are the most common transaction accounts. We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Feel free to ask us whether any of your accounts are covered by these rules.
- B. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for Checks you deposit that are returned to us unpaid and for any other problems involving your deposit.
- C. Our policy is to make funds from most of your deposits to your share draft/checking accounts available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay Checks that you have written.
- D. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit on a business day, we will consider that day to be the day of deposit. However, if a deposit is made on a non-business day the deposit will be treated as if it were made on the next business day.
- E. If you make a deposit at a Night Depository before 8:00 a.m. on a business day we will consider that day to be the day of your deposit. However, if you make a deposit after 8:00 a.m. or on a day we are not open, we will consider that deposit made on the next business day we are open.
- F. **Reservation of Right to Hold.** In some cases, we will not make all the funds that you deposit by Check available to you on the same business day that we receive your deposit. Depending on the type of Check that you deposit, funds may not be available until the second business day after the day of your deposit. Generally, the first \$275 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you a notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
- G. **Longer Delays May Apply.** Funds you deposit by Check may be delayed for a longer period under the following circumstances:
  - 1. We believe a Check you deposit will not be paid.
  - 2. You deposit Checks totaling more than \$6,725 on any one day.
  - 3. Re-deposit of a Check that has been returned unpaid.
  - 4. You have overdrawn your account repeatedly in the last six months.
  - 5. 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. They will generally be available no later than the fourth business day after the day of your deposit. However, the first \$275 of the deposits can be available on the first business day. The Credit Union reserves the right to not accept particular Instruments for any reason.

- H. Special Rules for New Accounts.** If you are a new Member, or have just opened a share draft/checking account, the following special rules will apply during the first thirty (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 the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government Checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the Checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these Checks is not made in person, the first \$6,725 will not be available until the second business day after the date of your deposit. Funds from deposits will be made available no later than the fourth business day after the day of your deposit. The first \$275 of the deposit can be available on the first business day.

- I. Holds on Other Funds (Other Accounts).** If you deposit a negotiable Instrument that is drawn on another financial institution, we may make those funds available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have in another account with us. The funds in the other account would not be available for withdrawal until the hold period (as described elsewhere in the disclosure) for the type of negotiable Instrument that you deposited has expired.
- J. Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign Checks) cannot be processed the same as Checks drawn on U.S. financial institutions. Foreign Checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign Checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. Foreign Checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign Checks payable through a U.S. bank with routing numbers and payable in U.S. dollars may be available the next day.
- K. ACH Transfers.** If you initiate a wire or ACH transfer from your account at another institution to your Credit Union account (called "ACH debit transfers"), the funds transferred in this way to your Credit Union account will be available on the first business day after the day we receive the deposit, at which time you may withdraw the funds in cash or we may use them to pay Checks you have written. However, the funds that you transfer by wire or ACH to your Credit Union account from your account at another institution cannot be wired out of your Credit Union account to a non-Credit Union account until the third business day after the day we receive your deposit.

## SECTION 11: TRUTH IN SAVINGS ACT DISCLOSURE

### A. Share, Share draft/Checking Accounts

- 1. Rate Information.** The dividend rate and APY on your accounts are set forth in the Truth-in-Savings Act Rate and Fee Disclosure provided before you open a share account, upon request, or available on our website. The dividend rate and APY may change each dividend period as determined by the Credit Union's Board of Directors.
- 2. Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Rate and Fee Disclosure. The period for each of your accounts is set forth in the Rate and Fee Disclosure. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period, unless another dividend period is defined for the account in the Rate and Fee Disclosure.
- 3. Balance Information.** Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for

your account is set forth in the Rate and Fee Disclosure.. Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends may not be earned or paid for any time period where the minimum balance requirement set forth in the Rate and Fee Disclosure is not maintained.

4. **Accrual of Dividends.** Dividends will begin to accrue on the business day the deposit is made for non-cash items (e.g. Checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. If you closed your account before the end of the dividend period, dividends will be posted for the time period elapsed since the closed of the last reporting period before the account was closed.
5. **Sub Accounts.** Your share draft/checking account consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your share draft/checking account is a product on which dividends are paid, your dividend calculation will remain the same. Otherwise, the savings sub account will be non dividend bearing. The saving sub account will be governed by the rules governing out other savings (share) accounts indicated within this Agreement and disclosure. This process will not affect your available balance, the dividends you may earn, NCUA insurance protection, your periodic statement, or any other features of the account.
6. **Transaction Limitations on Share Savings Accounts.**
  - a. **For Optional Money Accounts (“OMA”), Money Plus Accounts, and Jumbo Money Market Accounts,** you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the Member’s account upon oral or written orders including orders received via ACH. There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (Checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.
  - b. **Additional Limitations for IRA Savings Accounts.** You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other Credit Union accounts. Deposits are not limited. Transfers to a Credit Union IRA or Certificate are allowed subject to applicable law and the minimum balance requirements and other restrictions applicable to the Certificate Account.

## **B. Share Certificate Accounts (Share and IRA Certificate Accounts)**

1. **Rate Information.** The dividend rate and APY on your account are stated in the Truth-in-Savings Act Rate and Fee Disclosure. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. The dividend rate and annual percentage yield for Share Certificate Accounts and IRA Certificate Accounts are fixed and will be in effect for the term of the account. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.
2. **Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Rate and Fee Disclosure. The period for each account is set forth in the Rate and Fee Disclosure. The period begins on the first calendar day of the period and ends on the last calendar day of the period.
3. **Minimum Balance Requirements.** The minimum opening deposit to open any Share Certificate Account is set forth in the Rate and Fee Disclosure.. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Rate and Fee Disclosure.

4. **Balance Computation Information.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in your account each day.
5. **Accrual of Dividends.** Dividends will begin to accrue on the business day the deposit is made for the deposit of non-cash items (e.g. Checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. If you close your Certificate before the maturity date, dividends will be posted for the time period elapsed since the close of the last reporting period before the certificate account is closed.
6. **Transaction Limitations.** After the account is opened, the ability to make additional deposits to the account or withdrawals of dividends and limitations on such transactions are set forth in the Rate and Fee Disclosure.
7. **Maturity Date.** Your account will mature on the date stated in your Certificate Receipt or any Renewal Notice the Credit Union provides to you.
8. **Early Withdrawal Penalties - All Certificate Accounts.** You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty, as set forth in the Rate and Fee Disclosure. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the Owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the Owner qualifies pursuant to applicable law.
9. **Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account may automatically renew at maturity. Refer to the Rate and Fee Disclosure for product specific renewals. You will have a grace period of seven (7) days after automatic renewal to withdraw or change the account without penalty. However, the Credit Union reserves the right to give the Owner written notice that the account will not be renewed. In the latter case, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms, shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date.
10. **Partial Withdrawal.** No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

**SECTION 12: TAXPAYER IDENTIFICATION NUMBER, BACKUP WITHHOLDING, CERTIFICATION, INCOME TAX REPORTING.**

- A. Pursuant to the Member Signature Card used to establish your membership with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise.
- B. We are required to report annually to you, the IRS and to other appropriate government agencies any dividend payments totaling \$10 or more during the year on each of your dividend-bearing accounts. Generally, dividends will be reported in the name and TIN of the account Owner.

**SECTION 13: PRIVACY**

<b>FACTS</b>	WHAT DOES THREE RIVERS FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
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<b>Why?</b>	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.
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<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income;</li> <li>• account balances and payment history;</li> <li>• credit history and credit scores.</li> </ul> When you close your account, we continue to share information about you according to our policies.
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<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday business – to process transactions, maintain customer accounts, and report to credit bureaus. In the section below, we list the reasons financial companies can share their customers’ personal information, the reason Three Rivers chooses to share, and whether you can limit this sharing.
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<b>Reasons we can share your personal information:</b>	<b>Does Three Rivers share?</b>	<b>Can you limit my sharing?</b>
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, and report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates’ everyday business purposes –</b> information about your transactions and experiences	No	We don’t share
<b>For our affiliates’ everyday business purposes –</b> information about your creditworthiness	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share

<b>Questions?</b>	Call 1.800.825.3641 or go to <a href="http://www.3riversfcu.org/privacy">www.3riversfcu.org/privacy</a> .
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<b>Who we Are</b>	
Who is providing this notice?	Three Rivers Federal Credit Union aka 3Rivers Federal Credit Union
<b>What we do</b>	
How does 3Rivers Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law.

	<p>These measures include computer safeguards and secure files and buildings.</p> <p>3Rivers regularly tests and assesses its information security measures, systemically trains employees, and adopts upgrades and enhancements as necessary to protect your information.</p>
<b>How does Three Rivers protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Three Rivers collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• open an account or deposit money;</li> <li>• pay your bills or apply for a loan;</li> <li>• use your credit or debit card.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness;</li> <li>• affiliates from using your information to market to you;</li> <li>• sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates:</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>3Rivers Member Insurance.</i></li> </ul>
<b>Nonaffiliates:</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Three Rivers does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing:</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include:</p> <ul style="list-style-type: none"> <li>• <i>Insurance providers</i></li> <li>• <i>Investment services</i></li> <li>• <i>Trust services</i></li> </ul>

Three Rivers Federal Credit Union  
 1615 Northland Boulevard  
 P. O. Box 2573  
 Fort Wayne, IN 46801-2573  
 260-490-8328  
 800-825-3641

[www.3riversfcu.org](http://www.3riversfcu.org)

To Report A Lost or Stolen Debit/ATM Card: 800-825-3641