

losses down. If you tell us within two business days, you can lose no more than \$50.00 if someone uses your card, P.I.N. or other information without your permission.

If you DO NOT tell us within two business days after you learn of the loss or theft of your card, P.I.N. or other information, and we can prove that we could have stopped someone from using your card, P.I.N. or other information without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transfers you did not make or authorize, tell us at once. If you DO NOT tell us within 60 Days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or a hospital stay kept you from telling us, we will extend the time period. We are liable only for losses in excess of the limits stated.

**NOTIFICATION PROCEDURE**--If you believe that your card, P.I.N. or other information which could provide electronic access to your account has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement, or write us at the address given at the beginning of this Agreement.

**BUSINESS DAYS**--The Credit Union is open for business during the hours posted at its locations (except for state and federal holidays). The Credit Union's business hours may differ from location to location and the business hours may change from time to time.

**TYPES OF TRANSACTIONS AVAILABLE**--You may use your card to withdraw from or make deposits to your share or share draft accounts, and perform such other financial transactions as we may from time to time permit during the business hours of any remote financial facility. You may also pay for purchases at places that have agreed to accept your card (called Point-of-Sale purchases). You may use your P.I.N. to make withdrawals from your share, vacation, and all-purpose accounts, to transfer between your share and share draft accounts, to make a payment on a loan with us, and to inquire about your account balance, last share withdrawal, interest, dividends, last draft deposit, last share deposit, last transaction, loan inquiry, draft number inquiry, and certificate inquiry. You may also request a loan payoff status and make other types of electronic funds transfers, such as direct deposit, payroll deduction and automatic payments. If a withdrawal is requested, a check in the amount of the withdrawal will be mailed to the same address that we mail your statements.

**LIMITATION ON FREQUENCY AND AMOUNT OF TRANSACTIONS**--For your protection, we have limited the amount of each withdrawal from an account to \$300.00 per day at a remote financial institution. You may buy up to \$300.00 worth of goods or services each day in our Point-of-Sale transfer service.

**DELAYS IN POSTING TRANSACTIONS**--Due to the nature of the "ATM" system, there will be delays between the time of any activity on your account(s) and the time it is reflected in our records of your account(s).

**CHARGE FOR ORIGINATING SHARES AND REMOTE BANKING TRANSACTIONS**--A transaction resulting in a withdrawal from your share draft account using the CU24<sup>sm</sup> ATM or VISA<sup>®</sup> Check Card or your P.I.N. or other information which could provide electronic access to your account is considered the same as any other share draft in regard to our service charge formulas. The type of account determines if and when a charge will be assessed. Current charges are set forth on the rate and fee schedule you receive with this Agreement.

**FEES**--If you use an ATM or other electronic terminal that we do not own, you may be charged a fee by the terminal owner and any national, regional or local network used in processing the transaction. Any such fee(s) will be debited from your account if you elect to complete the transaction.

**CONDITIONS UNDER WHICH WE WILL DISCLOSE INFORMATION TO A THIRD PARTY**--You agree that we may, and you hereby authorize us to, disclose information to third parties about your account(s) or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if you give us your permission.

**DOCUMENTATION OF TRANSFER AND TRANSACTION**--You will receive a copy of the deposit/withdrawal slip at the time a transaction using your CU24<sup>sm</sup> ATM or VISA<sup>®</sup> Check card is originated. You will also receive on a monthly basis a statement of your account activity. You will not receive any slip or confirmation of other transactions other than the monthly statement.

**ERROR RESOLUTION**--Telephone or write us at the number and address shown on the back of this Agreement as soon as possible if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide the following information:

(1) Your name and account number.

(2) Describe the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.

(3) The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For new accounts, Point-of-Sale, or international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for VISA<sup>®</sup> Check Card purchases) for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you

think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not recredit your account

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**OVERDRAFTS**--If any withdrawal(s) creates a negative balance in your account, you agree to repay to us the amount of such overdraft, including customary and usual overdraft charges in the same manner as any other overdraft on your account.

**CANCELLATION**--Your card and P.I.N. remain our property. Immediate surrender of either may be required by us at any time. We may cancel the card, P.I.N. and/or all electronic funds transfer privileges at any time without notice or cause. Any cancellation or termination does not affect any of your existing liability to us.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal, or otherwise improper.

We expressly disclaim all warranties that the components, including, but not limited to, cards and terminals, will function properly or be available for use.

**AGREEMENT MODIFICATION**--This part of the Agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the system or a member's account; however, we will notify you in writing thirty (30) days prior to the effective date of any other change in any term or condition of the Agreement or your account, if such change would result in greater cost liability for you or decreased access to your account.

**JOINT ACCOUNTS**--All parties to a joint account each agree to be jointly and severally bound by this agreement. All cards must be returned to us prior to the addition or deletion of a name from any account subject to this Agreement. The P.I.N. may provide access to accounts owned by the primary member. Joint owners may have access to all of the primary member's accounts at the Credit Union, including accounts owned singly by the primary member or jointly owned by the primary member and other persons.

## PRIVACY POLICY AND DISCLOSURE

Town & Country Federal Credit Union, your member-owned financial institution, is committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our customers. Under federal law, we are required to give you this privacy notice. It describes our Credit Union's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the business of the Credit Union. These practices are followed by the Credit Union.

If after reading this notice you have questions, please contact us at: (207) 773-5656 or 1-800-649-3495

or write to:

Town & Country Federal Credit Union

P.O. Box 9420

South Portland, Maine 04106

**INFORMATION WE COLLECT ABOUT YOU** – We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms
- Information about your transactions with us
- Information we receive from a consumer reporting agency
- Information obtained when verifying the information you provide on an application or other forms. This may be obtained from your current or past employers, or from other institutions where you conduct financial transactions.

**INFORMATION WE DISCLOSE** – We do not disclose any nonpublic personal information about our members or former members to anyone, except as permitted by law.

**DISCLOSURE OF INFORMATION TO PARTIES THAT PROVIDE SERVICES TO US** – We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

**DISCLOSURE OF INFORMATION ABOUT FORMER MEMBERS** – If you terminate your membership with Town & Country Federal Credit Union we will not share information we have collected about you, except as may be permitted or required by law.

# Better Information

## Member Agreement & Disclosures



**Town & Country**  
FEDERAL CREDIT UNION  
Better Banking

### EFTs:

**PERIODIC STATEMENT:** You will receive a quarterly account statement on share accounts. You will receive a monthly account statement on share accounts if any EFT or a Supervisory Committee Audit occurs during that month. You will receive a monthly account statement of share draft accounts.

**NOTICE OF CREDITS:** If you have arranged to have EFT deposits made to your account, you can call us at (207) 773-5656 to find out whether or not the deposit has been made.

6. Here is a summary of your right to stop payment and the procedure for doing so: If you have told us in advance to make regular payments out of your account, you may stop any of these, simply call us at (207) 773-5656 or write us at P.O. Box 9420, South Portland, Maine 04106-9420 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will request that you sign a form here at the credit union which must be done within (3) business days after you call. You will be charged for each stop payment order given. Refer to the Rate and Fee Schedule for current fees.

7. Here is a summary of our liability to you for failure to make or stop certain transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make those transfers.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.
- 8. Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make:
  - When necessary for completing transfers.
  - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
  - In order to comply with government agency court orders.
  - If you give us written permission.

**HOW WE PROTECT YOUR INFORMATION** – We restrict access to nonpublic personal information about you to persons who need to know that personal information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with Federal Regulations to guard your nonpublic personal information.

**WHAT MEMBERS CAN DO TO HELP** – Town & Country Federal Credit Union is committed to protecting the privacy of its members. Members can help by following these simple guidelines:

- Protect your account numbers, plastic card numbers, PINs (personal identification numbers) or passwords. Never keep your PIN with your card, which can provide free access to accounts if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security number, etc. to other persons. If someone calls you explaining the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it.
- Keep your information with us current. If your address or phone number changes, please let us know. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately.
- Let us know if you have questions. Please do not hesitate to call us – we are here to serve you!

### ELECTRONIC FUNDS TRANSFERS (EFT) INITIAL DISCLOSURE (No Access Device)

This agreement covers EFTs made to or from your account without the use of a card or PIN.

1. Here are some of the types of EFTs available to you: Deposit of Employer payroll, Deposit of Government payments and Pre-Authorized Debits. In addition, merchants and other payees may electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are EFTs subject to this agreement.
2. For a Savings account in which transfer limitations apply, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by a check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.
3. There are no charges for EFTs or the right to make EFTs. However, a fee will be assessed for each EFT returned to the originator due to insufficient funds, account closure, etc. Refer to the Rate and Fee Schedule for current fees.
4. The business days of the credit union are as indicated elsewhere in this brochure. EFTs, in most cases, will be posted to your account by the open of the normal business day (9:00 a.m.). The following holidays are not business days:
  - New Year's Day • Martin Luther King, Jr. Day • Presidents' Day
  - Memorial Day • Independence Day • Labor Day
  - Columbus Day • Veterans' Day • Thanksgiving Day
  - Christmas Day
5. Here is a summary of your right to receive documentation of



We Do Business Fair & Equal. Finance With the Federal Fair Housing Law and the Equal Credit Opportunity Act.



Your savings federally insured to \$100,000

## MEMBER AGREEMENT AND DISCLOSURES

**YOUR CREDIT UNION**--Your Credit Union is unique in the financial world. It is a co-op, owned by you and your fellow members and operated in your common interest. Your Credit Union is non-profit and exists only to serve you. As a Credit Union member, you own, operate, and control your Credit Union through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors, which is composed of your fellow members and manages the Credit Union based on the needs and wishes of the members. The Board of Directors sets dividend rates, loan interest rates, and fees, among other things, and also determines Credit Union policy such as that set forth in this Agreement. The Credit Union reserves the right to change any and all terms and conditions of any of them. In addition, your Credit Union works cooperatively with Maine's other credit unions and the Maine Credit Union League, pooling resources for research and development of cost-effective services that benefit not only you and your fellow members, but also all Credit Union participants in Maine.

**GENERAL TERMS**--This Agreement contains the terms and conditions governing your membership in and accounts offered by your Credit Union. By signing your membership card and/or account agreement(s), you accept and agree to be bound by the provisions as set forth in them, this Agreement, the rate and fee disclosures applicable to your account(s) with your Credit Union, your Credit Union's charter and bylaws, and any amendments or changes in terms to any of them. You will receive notice of any changes in terms in accordance with all applicable state and federal laws and regulations.

The terms and conditions as set forth in this Agreement are applicable to all types of accounts offered by your Credit Union. There may be different or more specific terms and conditions which apply to certain accounts. Those different or specific terms are contained in the participation card, share certificate, share draft (checking) agreement or other documents evidencing the account. To the extent that there are different terms or terms that are not included in this Agreement on those documents, such terms supersede this Agreement.

**PRIVILEGES OF CREDIT UNION MEMBERSHIP**--Being a Credit Union member carries with it many privileges, including the ability to open accounts other than ordinary share accounts, such as share draft accounts; to make and receive electronic funds transfers and wire transfers; and to obtain loans and lines of credit. However, it is your Credit Union's policy to deny these privileges to members who cause a loss to the Credit Union for any reason. Therefore, if you cause a loss to your Credit Union, and thus to your fellow members, you will lose your privileges of Credit Union participation.

**ACCOUNT OWNERSHIP**--You can structure the ownership of your account(s) at your Credit Union in a variety of ways. Rights and obligations relating to the account will depend on the type of ownership of the account.

### 1. SOLE ACCOUNTS

If you are the sole owner of an account, only you can make deposits or withdrawals or otherwise have access to the funds in the account. Upon your death, the funds in the account are distributed in accordance with the terms of your will, or, if you do not leave a will, the intestacy laws of the state of your residency.

### 2. JOINT ACCOUNTS

Any joint owner has an equal right of access to the funds in a joint account and can withdraw all of the funds in the account at any time without permission from or notification to the other joint owner(s). At the death of one joint owner, the funds automatically belong to the surviving joint owner(s). Joint owners do not have to be Credit Union members. Any person named as a joint owner of your regular share account will also be a joint owner of all your other sub accounts of the regular share account at your Credit Union unless otherwise specified in writing. Exceptions to this include, share draft checking, share draft certificates and IRAs, which require separate signed agreements.

### 3. ORGANIZATIONAL ACCOUNTS

The funds in an organizational account are owned by a corporation, partnership, social club, sports team, etc. In order for the organization to be a Credit Union member, eligibility requirements must be met in accordance with the Credit Union's charter or bylaws. If the organization does not qualify for participation, it can be a joint owner of the account with an individual member.

### 4. PAYABLE ON DEATH ACCOUNTS

Payable on death accounts belong to the person(s) listed as the owner or owners of the account during their lives. On an owner's death, the funds automatically belong to the person or persons designated as payable on death beneficiaries. Any person named as a payable on death beneficiary of your regular share account will also be a payable on death beneficiary of all your other accounts at your Credit Union, except for share draft (checking) accounts and IRA accounts.

### 5. TRUST ACCOUNTS

Depending on your eligibility, you may hold an account as Trustee for the benefit of another person or persons, or another person or persons may hold an account as Trustee for your benefit. In order to establish a Trust account, eligibility requirements must be met in accordance with your Credit Union's charter or bylaws.

**LIEN ON SHARES**--A lien will be impressed on all of your Credit Union shares and share dividends in an amount equal to that which you may owe your Credit Union because of a loan, dues or any other charges payable by you to your Credit Union. The lien may be enforced and your funds withdrawn and applied to your debt without further notice to you except as required by law if you default in paying the amount you owe.

**ACCOUNT CLOSING**--Your regular Credit Union share account cannot be closed until all amounts you owe your Credit Union are paid in full and all other accounts that you have with your Credit Union are closed.

**ENDORSEMENTS**--All check/share draft endorsements must be made in the first one and one-

half inches of the trailing edge of the back of the check/share draft. The trailing edge is opposite the left side of the face of the check. You will be responsible for any costs incurred by your Credit Union due to delays in returning checks or share drafts deposited into your account that do not comply with these endorsement standards.

**SHARE INSURANCE**--Funds in your accounts at your Credit Union are insured up to \$100,000 by the National Credit Union Administration (NCUA), an agency of the United States Government. If you would like more information about your share insurance, a pamphlet, "Your Insured Funds," is available upon request.

**GOVERNING LAW**--The rights, duties, obligations and liabilities of you and your Credit Union in connection with your patronage and account(s) are and shall be controlled by Maine and/or federal law as applicable and in effect at the time the rights, duties, obligations, and liabilities arise, other than as specifically set forth in this Agreement, your Credit Union charter and bylaws, or your specific account documentation.

**COMPLAINT RESOLUTION PROCEDURE**--If you have a dispute with your Credit Union regarding your account(s), you may contact your Credit Union's complaint representative or department and attempt to resolve the problem directly with your Credit Union.

If your Credit Union fails to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

Consumer Outreach Program  
Bureau of Financial Institutions  
State House Station 36  
Augusta, Maine 04333

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address:

[http://www.state.me.us/pfr/bkg/bkg\\_consumer.htm](http://www.state.me.us/pfr/bkg/bkg_consumer.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim or refer it to the appropriate federal supervisory agency and inform you to whom it has been referred. You will be informed of the results of any Bureau of Financial Institutions investigation.

## REGULATION J -- FUNDS TRANSFERS

You may desire to initiate a funds transfer using your Credit Union, and your Credit Union may receive funds transfers for credit to an account of yours at your Credit Union, or for further transfer on your behalf. Transfers sent or received by you or on your behalf may go by Fedwire. Regulation J governs Fedwire. In addition to the specific provisions of Regulation J, this part of the Agreement is applicable to all such funds transfers.

### 1. SECURITY PROCEDURE

Your instructions specifying the terms and conditions of funds transfers shall be verified according to your Credit Union's security procedure. In the event that you decline to accept the security procedure recommended by your Credit Union, you agree that any security procedure you select is commercially reasonable. You further agree that you shall be bound by any instruction, whether or not authorized, which is issued in your name and accepted by your Credit Union in compliance with the security procedure.

### 2. INCONSISTENCIES IN ORDERS

You acknowledge and agree that your Credit Union and the beneficiary's (funds transfer recipient) financial institution in the funds transfer may rely on the number in a payment order that identifies the beneficiary, even if it identifies a person different from the person identified by name in the payment order, if the beneficiary's financial institution does not know of this inconsistency. You also acknowledge that your Credit Union may rely on a number in a payment order, which identifies an intermediary financial institution or beneficiary's financial institution, even if it identifies a financial institution different from the financial institution identified by name in the payment order, if your Credit Union does not know of the inconsistency. Your Credit Union has no duty to detect any such inconsistencies.

### 3. NOTICE

For each funds transfer you receive at your Credit Union, you will receive notice of the transfer by having the amount received posted to your records or by some other mutually agreeable means. Your Credit Union is not required to give you a notice of receipt and will not do so. Your Credit Union will, however, notify you of the receipt of payments in any periodic statements that your Credit Union provides to you.

### 4. PROVISIONAL CREDIT

Credit given by your Credit Union to you with respect to a funds transfer is provisional until your Credit Union receives final settlement for the transfer through a Federal Reserve Bank. If your Credit Union does not receive such final settlement, you acknowledge and agree that your Credit Union is entitled to a refund of the amount credited to you or your account(s) in connection with the transfer. In the event that your Credit Union does not receive final settlement, you agree that your Credit Union may reverse the entry on its records and adjust your account(s) accordingly. The party making payment to you via such transfer shall not be deemed to have paid you the amount of the credit.

### 5. INTEREST AND/OR DIVIDENDS

If your Credit Union is obligated to pay interest or dividends with respect to any funds transfer, the amount payable shall be limited to the dividend rate paid on the account to which a funds transfer is deposited or from which the transfer should have occurred.

### 6. INSTRUCTIONS

Your Credit Union is not obligated to accept any instruction(s) from you relating to any funds transfer. If your Credit Union rejects a payment order you issue, you will be notified of the rejection in writing. The notice will be sent via the U.S. Postal Service, postage prepaid, to you at your address as listed in your Credit Unions records.

## REGULATION CC: FUNDS AVAILABILITY DISCLOSURES

### Important information on deposits, holds, and withdrawals

#### YOUR ABILITY TO WITHDRAW FUNDS AT YOUR CREDIT UNION

Your Credit Union's policy is to make funds available to you on the same business day as the day we receive your deposit. At that time, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and state and federal holidays. If you make a deposit before 4:00 p.m. Monday through Thursday or before 5:00 p.m. on Friday of a business day, we will consider that day to be the date of your deposit. However, if you make a deposit after the hours stated or on a day we are closed for business or in a night depository, the deposit will be credited to your account on the next business day we are open.

**RESERVATION OF RIGHT TO HOLD**--In some cases, we will not make all of the funds that you deposit by share draft or check available to you on the same business day of your deposit. Depending on the type of share draft or check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 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 first 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 a Credit Union employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

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

- You deposit share drafts or checks totaling more than \$5,000 on any one day.
- You re-deposit a share draft or check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We have "reasonable cause" to believe a share draft or check you deposit will not be paid.
- 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 your deposit is otherwise available for withdrawal.

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

**DEPOSITS AT AUTOMATED TELLER MACHINES**--Funds from any deposits, whether cash, share drafts, or checks, made at automated teller machines (ATMs) that your Credit Union does not own or operate will not be available until the second business day after the day of your deposit.

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

The first \$5,000.00 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000.00 will be available on the second business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from deposits of cash and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and 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 \$5,000.00 will be available on the fifth business day after the day of your deposit. If you do not make the deposit in person to a Credit Union employee, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from deposits of share drafts drawn on your Credit Union will be available on the same business day as the day of your deposit.

Funds from all other share draft or check deposits will be available not later than the fifth business day after the day of your deposit.

## SHARE DRAFT AGREEMENT WITH LIMITED OVERDRAFT TRANSFER CLAUSE

You and any other joint owner agree that:

- by signing the appropriate account documentation as provided by your Credit Union, you authorize your Credit Union to establish a special share account for you to be known as a "share draft" or checking account. Your Credit Union is authorized to pay share drafts or checks, signed by you or any other joint owner of the account and to charge the payments against the share draft account;
- the Credit Union is under no obligation to pay a share draft that exceeds the balance in the share draft account; the Credit Union may, however, up to a maximum of six (6) times per calendar month, pay such a share draft and charge the amount of resulting

- overdraft plus a service charge against any other share account from which the person who signed the share draft is entitled to withdraw shares; the Credit Union is under no obligation to pay a share draft on which the date is more than six months old;
- except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a share draft;
- notwithstanding Paragraph (c) above, the Credit Union is not liable for any loss incurred or damage sustained due to the premature payment of a post-dated share draft;
- any objection respecting any item shown on a monthly statement of the share draft account shall be waived unless made in writing to the Credit Union on or before the twentieth day following the day the statement is mailed;
- all non-cash payments received on shares in the share draft account will be credited subject to final payment;
- the share draft account shall be subject to service charges and fees in accordance with the rate and fee schedules adopted by the Credit Union from time to time; and
- the use of the share draft account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.
- this agreement is subject to the additional terms and conditions of any joint share account agreement that applies to a share account in the names of the joint owners of this share draft account; or, if there is no such agreement, this agreement is subject to the additional terms and conditions printed below.
- merchants and other payees may be authorized to electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are electronic funds transfers subject to this agreement.

## ADDITIONAL TERMS AND CONDITIONS\* (JOINT SHARE ACCOUNT AGREEMENT)

The Credit Union is hereby authorized to recognize any of the signatures on the share draft account documentation referenced above in the payment of funds or the transaction of any business for the share draft account. The joint owners of the account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or previously or subsequently paid in on shares by any or all of the joint owners to their credit as joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment.

Any or all of the joint owners may pledge all or any part of the shares in the account as collateral security for a loan or loans.

The right or authority of the Credit Union under this agreement may not be changed or terminated by the owners, or any of them, except by written notice to and consent of the Credit Union, which shall not affect transactions made prior to such notice and consent.

\*Note: These Additional Terms and Conditions apply only if there is no joint share account agreement that applies to a share account in the names of the persons whose signatures are subscribed on the share draft account documentation.

## ELECTRONIC FUNDS TRANSFER DISCLOSURE AND CU24<sup>sm</sup> ATM/VISA<sup>®</sup> CARD HOLDER AGREEMENT

**PERSONAL IDENTIFICATION NUMBER (P.I.N.)**--This is your "remote banking signature." You are responsible for maintaining its confidentiality. The P.I.N. should be memorized and not written, in order to prevent unauthorized use, and so you may report its loss or theft accurately.

**AUTHORIZED USE**--Only you are qualified to direct the deposit or withdrawal of funds to or from your account(s) whether with the use of the CU24 ATM or VISA Check Card and/or your P.I.N. at participating merchant or financial institution locations or remote facilities or otherwise. Positive identification may be requested by the participating merchant or financial institution prior to any transaction. You agree that you will not use or allow anyone else to use your card or P.I.N. for any transaction that is illegal under applicable federal, state, or local law.

**CONSUMER LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS MADE IN CONNECTION WITH CU24<sup>sm</sup> VISA CHECK CARD. THIS SECTION APPLIES TO UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS MADE IN CONNECTION TO A CU24 VISA CHECK CARD.**-- Tell us AT ONCE if you believe your card, P.I.N. or other information which could provide electronic access to your accounts has been LOST or STOLEN, or if you believe someone has used your card or P.I.N. or accessed you without your permission. Telephoning is the best way of keeping your possible losses down.

If a VISA or Interlink transfer was made using your card or card number without your permission and was not caused by your gross negligence or fraud, you will have no liability for this unauthorized transfer. For all other transfers, including transfers made using ATMs, you can lose no more than \$50.00 if you tell us within two (2) business days that your card or P.I.N. was used to make a transfer without your permission. If you do NOT tell us within two (2) business days, and we can prove that we could have stopped someone from making a transfer without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transfers you did not make or authorize, tell us at once. If you DO NOT tell us within 60 days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or a hospital stay kept you from telling us, we will extend the time period.

We are liable only for losses in excess of the limits stated.

**CONSUMER LIABILITY FOR ALL OTHER ELECTRONIC FUNDS TRANSFERS.**-- Tell us AT ONCE if you believe your card, P.I.N. or other information that could provide electronic access to your account has been LOST or STOLEN. Telephoning is the best way of keeping your possible