



## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

### Effective Date February 1, 2023

This Business Membership and Account Agreement ("Agreement") covers the responsibilities concerning accounts owned by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you" and "yours" mean the Account Owner and each person signing an Account Card ("Account Card"). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

1. **Contract.** Your account type(s) is(are) designated on your Account Card. Your account shall be held as a single/individual account in the name of the Account Owner. By signing an Account Card, you agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Rate Sheets, Fee Schedules, any Account Receipt, the Credit Union's Bylaws and policies, any amendments to these documents from time to time which collectively govern your membership and accounts, all applicable present and future federal and state laws and regulations, local banking customs, and the rules of any clearing house association with whom we may deal. The word "bylaws" means the Bylaws or the Code of Regulations of the Credit Union.
2. **Membership Eligibility.** To join the Credit Union the Account Owner must meet the membership requirements including, if applicable, the purchase and maintenance of the minimum required share(s) ("membership share"), as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.
3. **Account Access.**
  - a. **Authorized Persons.** The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union.
    - i. If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
    - ii. If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners;
    - iii. If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.
  - b. **Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:
    - i. Depositing, withdrawing and transferring funds into, out of and between one or more account;
    - ii. Signing drafts, checks and other orders for payment or withdrawal;
    - iii. Issuing instructions regarding orders for payment or withdrawal;
    - iv. Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner; and
    - v. Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If the account documents indicate that more than one signature is required to transact business, we will require the number of signatures stated on the account documents. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear such a facsimile signature.

- c. **Access Options.** You may withdraw or transfer funds from your account in any manner we permit (e.g., in person or by automated teller machine, point of sale device, automatic transfer or other available electronic means, mail or telephone), Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses, or fees resulting from or imposed due to handling such a draft will be charged to

your account.

- d. **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.
4. **Deposit of Funds Requirements.** Funds may be deposited to accounts, in any manner approved by the Credit Union in accordance with the requirements set forth on our rate sheet(s) and fee schedule(s) applicable to business accounts. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them.
- a. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of the Account Owner even if they are not endorsed. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. We may, but are not required, to accept for cash or other value checks, drafts, or items made payable to the Account Owner provided such items are endorsed with an original or facsimile signature of the required number of Authorized Persons. Endorsements must be made on the back of the share draft or check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
  - b. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.
  - c. **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
  - d. **Final Payment.** All items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
  - e. **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits and preauthorized transfers by filling out a separate document. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.
  - f. **Crediting of Deposit.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.
5. **Electronic Funds Transfers.**
- a. **Uniform Commercial Code Article 4A and Other Agreements.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. You may be provided with a separate document providing details about certain types of electronic funds transfer transactions available on your account. Any provisions in such documents purporting to limit your liability for unauthorized transactions, imposing liability on us for failing to stop a preauthorized electronic funds payment and imposing duties on us in the case of billing errors are not applicable to your account.
  - b. **Fedwire Transactions.** We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J.

- c. **Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of Authorized Persons must be present before we will execute the transfer.
  - d. **Right to Refuse to Make Transfer/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure.
  - e. **No Notice Required.** We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.
  - f. **Interest Payments.** If we are required by law to pay interest to you, you agree that the rate of interest shall be the lowest available nominal dividend or interest rate paid on accounts during the time interest payments are required.
  - g. **Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account.
  - h. **Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.
  - i. **Identifying Information.** When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number even if the number identifies a different person or financial institution.
  - j. **Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.
  - k. **Security Procedures.** We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers.
6. **Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in our business account rate sheet(s) and fee schedule(s). We may change our rate sheet(s) and fee schedule(s) at any time and will notify you as required by law.
7. **Transaction Limitations.**
- a. **Withdrawal Restrictions.** We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding i) withdrawals or transfers; or ii) payments or non-payments of a share draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfers or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in our business account rate sheet(s) and fee schedule(s). If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between Account Owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) if (non-corporate account) a depositor is deceased or (corporate account) the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made;

(7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right.

- b. **Transfer Limitations.** There is no limit on the number of transfers you may make to a Credit Union loan account. There is no limit on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also, no limit on the number of telephone requests for withdrawals in the form of a check, which is then mailed directly to you, although we may impose a fee for such services.
8. **Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law ("Certificate Account"), whichever we offer, is subject to the terms of this Agreement, our business account rate sheet(s) and fee schedule(s), the Account Deposit Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. For accounts held at state chartered credit unions located in Wisconsin: Credit union liability for dividends declared by the board of directors on Certificate accounts and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under S.186.235 of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings. Wis. Admin Code DF-1-CU 60.06.
9. **Overdrafts and Dishonored Items.**

  - a. **Overdrafts.** If on any day the available funds in your account are not sufficient to pay checks, drafts, fees, returned items and other items posted to your account, those amounts will be subject to our overdraft procedures or an overdraft protection plan you have established for your account. We are not required to pay any item that will exceed the available balance for your account or that will cause the approved credit limit on an overdraft protection plan to be exceeded. The available balance for your account is determined according to our funds availability policy. Whether the balance in your account is sufficient to pay an item may be determined at any time between presentation of the item and our midnight deadline with only one review of the account required. Items drawn on your account may be paid in any order we choose. We may return any item and are not required to notify you if your account or overdraft credit limit does not contain sufficient funds to pay the item. However, we may, at our discretion pay items that overdraw your account. By paying an item drawn on insufficient funds we do not agree to pay such items in the future. We may charge fees to your account, as set forth in our business account rate sheet(s) and fee schedule(s), for items drawn on insufficient funds regardless of whether we pay the item or return it. If we pay an item, impose a fee or post an item that overdraws your account, you must repay the amount according to requirements of our overdraft policy.
  - b. **Dishonored Items.** We may redeposit items taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain sufficient funds to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.
10. **Checks Presented for Payment in Person.** We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedule(s) applicable to business accounts.
11. **Postdated and Staledated Drafts.** You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay the draft before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid against your account, the Credit Union shall have no liability for such payment.
12. **Foreign Currency.** All drafts drawn on your account shall be payable in currency of the United States of America. You agree not to draw a draft payable in any foreign currency. If you give us an order to pay the draft in foreign currency, we shall have the right to return the draft unpaid. If, however, we should pay the draft we shall not be responsible for the currency conversion and any fees assessed for collection, and you shall be bound by our determination of the currency conversion rate and the data and manner in which we make the conversion.

13. **Stop Payment Orders.**

- a. **Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. In the states of Florida and Texas we have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing. The stop payment will be effective if the Credit Union receives the order within a reasonable time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
  - b. **Duration of Order.** You may make a stop payment order, but it must be in writing. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
  - c. **Liability.** Fees for stop payment orders are set forth on our fee schedule(s). You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any Account Owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
14. **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 or elsewhere in this Agreement. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible even though a draft is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.
15. **Unauthorized Use of Check Writing and Facsimile Signature Equipment.** You are responsible for maintaining the security of all facsimile signatures, check writing equipment, and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of such facsimile signature.
16. **Pledge of Shares/Statutory Lien.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and, all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.
17. **Transfer of Account.** All accounts are non-assignable and nontransferable to third parties except by us.
18. **Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.
19. **Account Information.** Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; or (4) you give us written permission. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

20. **Notices.**

- a. **Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. Any change of address notification received from the U.S. Postal Service will be treated as if you notified us. We may, if we choose, accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule(s).
- b. **Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law.
- c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address and will be effective whether or not received by you.
- d. **Electronic Notices.** If you have agreed to receive notices electronically we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

21. **Taxpayer Identification Numbers and Backup Withholding.** You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number ("TIN") or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service ("IRS") a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time we will close your account and return the balance to you, less any applicable service fees.

22. **Statements.**

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. For accounts held in state chartered credit unions in the state of Massachusetts you may request that drafts or checks clearing against your account be returned to you. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.
- b. **Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within a reasonable time of receiving your statement, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within sixty (60) days from statement date. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. **Notice to the Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. The notice must specifically describe the transaction, include photocopies or other images of the relevant items, if returned to you, and:

- Your account number
- The dollar amount
- Our transaction reference, if any.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

- d. **Address.** If we mail you a statement, we will send it to the last known address shown on our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown on our records.

23. **Inactive Accounts.** For accounts held at credit unions located in states other than California and Ohio: If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in our rate sheet(s) and fee schedule(s) during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth on our rate sheet(s) and fee schedule(s) for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the

appropriate state agency. For accounts held at credit unions located in California: If, for a period of three (3) years, you have not: (1) increased or decreased the amount in your account; (2) corresponded with us in writing concerning your account; or (3) otherwise indicated an interest in the account as evidenced by a memorandum in our files, the funds will be turned over to the state. We will notify you as required by state law before paying the funds in your account to the state. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. For accounts held at credit unions located in Ohio: Funds in your account will become "unclaimed funds" under ORC Ch. 169 if, over a five (5) year period you do not: (1) increase, decrease or adjust the amount of funds in your account; (2) assign or encumber your account; (3) receive payment of your account; (4) correspond with us about your account; (5) otherwise indicate an interest in your account; or (6) transact business with the Credit Union. For accounts held at state chartered credit unions located in Tennessee: If you do not make a deposit or withdrawal for at least one (1) year and your account balance is less than \$25.00, we may transfer the account balance to the Credit Union's regular reserve account. We will notify you at least thirty (30) days before taking such action.

24. **Termination of Account.** We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any draft, transfer or item after your account is terminated; however, if we pay a draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance left in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or liability for any drafts in process.

25. **Termination of Membership.** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union or you may be expelled for any reason as allowed by applicable law.
26. **Death of Account Owner.** If the account is in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or organized as a sole proprietorship.
27. **Waiver of Rights.** We reserve the right to waive the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver of our rights at any time shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.
28. **Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.
29. **Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.
30. **Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time.
31. **Waiver of Trial by Jury and Agreement as to Location of Legal Proceedings.** As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.
32. **Negative Information Notice.** We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
33. **Unlawful Internet Gambling and Other Illegal Activities.** You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**TRUTH-IN-SAVINGS DISCLOSURE**

The rates, fees and terms applicable to Your Account at the Credit Union are provided in the Truth-In-Savings Disclosure. The Credit Union may offer other rates for the Accounts from time to time.

**SHARE CERTIFICATE**

**Rate Information** – The dividend rate on your term share account is indicated in the Rate Schedule below. You will be paid this rate until first maturity.

- **Compounding and Crediting frequency** – Dividends will be compounded and credited to your certificate monthly.
- **Dividend period** – The dividend period is the same as the term, beginning on the date the account is opened, and ending on the stated maturity date.
- **Daily balance computation method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.
- **Accrual of dividends on noncash deposits** – Dividends will begin to accrue on the business day you place noncash items (for example, checks) into Your Account.
- **Dividend withdrawal limitation** – Dividends may be withdrawn only if We arrange a periodic dividend payment option at account opening. You may choose to receive Your monthly dividend by check, which will be mailed to You, or posted to Your share account. Otherwise, the dividend will be paid to the certificate monthly.
- **Transaction limitations** – Once the account is opened, You may not make any additions into the account until the maturity date stated on the account.
- **Early withdrawal penalties** – A penalty may be imposed for withdrawals before maturity; the penalty we impose is 90 days interest for a term of one year or less, or 180 days interest for a term of 18 months or more.
- **Minimum balance to open** – Minimum balance to open this account is \$500. You must maintain the minimum balance in order to obtain the disclosed annual percentage yield.
- **Automatically renewable account** – This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity. We can prevent renewal if we mail a notice to you at least 30 days before maturity. If either You or We prevent renewal, Your funds will be placed in a dividend-bearing account.

**RATE SCHEDULE**

ACCOUNT TYPE	SHARES 1	IRA SHARES 20	CHRISTMAS SHARES 90	VACATON SHARES 15	MONEY MARKET DRAFT 80
<b>DIVIDENDS</b>	0.05/0.05%	0.20//0.20%	0.05/0.05%	0.05/0.05%	0.15/0.15%
Dividend Rate:					0.20/0.20%
Annual Percentage:					0.30/0.30%
Yield (APY):					

**DIVIDENDS**

Compounded:	Monthly	Monthly	Monthly	Monthly	Monthly
Credited:	Monthly	Monthly	Monthly	Monthly	Monthly
Period:	Monthly	Monthly	Monthly	Monthly	Monthly

Example: The beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is January 31.



**BALANCE**

<b>REQUIREMENTS</b>	<b>SHARES 1</b>	<b>IRA SHARES 20</b>	<b>CHRISTMAS SHARES 90</b>	<b>VACATON SHARES 15</b>	<b>MONEY MARKET DRAFT 80</b>	<b>DRAFT 40</b>
Minimum Balance:	\$5.00	\$5.00	\$1.00	\$1.00	\$2000.00	\$5.00
Minimum Balance To avoid Service Fee::	\$5.00	\$5.00	\$1.00	\$1.00	\$2000.00	\$5.00
Minimum Balance To earn stated (APY):	\$200.00	\$1.00	\$1.00	\$1.00	\$2000.00	\$200.00
Balance Method to Calculate Dividends:	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly

Method: Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

**ACCOUNT**

**LIMITATIONS**

(See paragraph 6)	limit	monthly	monthly	monthly	limit	limit
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- RATE INFORMATION:** The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all Accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union’s Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.
- NATURE OF DIVIDENDS:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- DIVIDEND COMPOUNDING AND CREDITING:** The compounding and crediting of dividends and dividend period applicable to each account are set forth in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
- ACCRUAL OF DIVIDENDS:** For all Accounts, dividends will begin to accrue on noncash deposits (e.g., checks) on the business day you make the deposit to Your Account.
- BALANCE INFORMATION:** To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value amount is stated in the Fee Schedule. Some Accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Regular Share 1, Christmas Share 90, IRA Share 20, Vacation Share 15, Money Market 80 and Share Draft 40 Accounts, there is a minimum daily balance required to obtain the annual percentage yield for the dividend period. If the minimum daily balance is not met, you will not earn the stated annual percentage yield. For all Accounts using a daily balance method, dividends are calculated by applying a daily periodic rate to the principal in the account each day.
- ACCOUNT LIMITATIONS:** For Regular Share Accounts there is a \$1.00 fee for each ATM withdraw after 8 withdrawals from Your Account in one monthly cycle. Share Christmas Club is limited to 2 withdrawals before disbursement in October. If more than 2 withdrawals are done, we may close the account for a fee of \$15.00 and your account may not be reopened until after the current clubs are disbursed. For Your Draft Account there is a \$1.00 fee for each withdraw if using your Master/debit card for cash withdraws for more than 8 times in one monthly cycle but there is no charge when you sign for your purchases. For a Money Market Draft, there is a charge of \$10 .00 if you write a draft, withdrawal or make a transfer for less than \$500.00.
- FEES FOR OVERDRAWING ACCOUNTS:** Fees may be imposed on each draft or ACH transaction that is drawn on an insufficient available account balance. The entire balance in Your Account may not be available for withdraw, transfer or paying a draft or ACH item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in Your Account. Please refer to the Fee Schedule for current fee information.

**TRUTH-IN-SAVINGS – FEE SCHEDULE**  
**EFFECTIVE: FEBRUARY 1, 2021**

<b>VISA FEES:</b>		<b>OTHER FEES – Continue</b>	
Delinquent Fee	\$25.00	Medallion Signature	\$25.00
Over Limit Fee	\$25.00	Money Market Withdrawal/Checks/Transfer Under \$500 (Per Transaction)	\$10.00
Return Draft Fee	\$25.00	Money Order	\$2.00
VISA Gift Card	\$ 3.00	Non-Sufficient Funds( NSF) / Courtesy Pay - ACH	\$35.00
		Non-Sufficient Funds(NSF) / Courtesy Pay - ATM	\$35.00
		Non-Sufficient Funds(NSF) /Courtesy Pay - Debit Card	\$35.00
<b>OTHER FEES:</b>		Non-Sufficient Funds(NSF) / Courtesy Pay - Draft	\$35.00
Account Activity Printout	\$ 1.00	Non-Sufficient Funds(NSF) / Courtesy Pay - Withdrawal	\$35.00
Account Balancing Assistance per hour	\$25.00	Overnight Mailing Fee	\$40.00
Account Research per hour	\$50.00	Paper Statement	\$1.00
ATM Fee (Non Member)	\$ 2.00	Replace Lost ATM/Debit Card or Visa Credit Card	\$10.00
ATM Withdraw Fee (Over 8/month)	\$ 1.00	Stop Payment	\$30.00
Cashier's Check	\$ 5.00	Tax Form Copy	\$10.00
Certified Check	\$10.00	Temporary Drafts (3 per page)	\$5.00
Draft Copy Note: Free via Home Banking	\$ 3.00	Undeliverable Mail	\$10.00
Copy of Statement Note: Free with e-Statements	\$ 2.00	Xpress Accounts Closure Fee (New Account with Incomplete Documentation closed after 30 Days)	\$5.00
Decedent Account Verification	\$20.00	Visa Cash Advance Fee (non Fort Billings FCU Visa)	\$10.00
Deposited Drafts Returned Unpaid	\$15.00	<b>NO COST SERVICES:</b>	
Domestic Outgoing Wire Transfer	\$20.00	Draft Accounts	\$5.00 Minimum Balance
Dormant Shares Account – No deposits or withdraws for 12 months	\$2.00 per month	First Order of Checks Free	
Early Closure of Christmas Club	\$15.00	Free ATM Card	
Escheat Administration	\$75.00	Free Checks – Age 60 and Older	
Foreign Drafts Deposited/Collected	\$10.00	Free Remote Banking (Home and Mobile)	
Home Equity Payoff Request	\$25.00	Free Notary Service	
Home Equity Subordination Agreement	\$25.00	Free Self Service Coin Counter	
IRA Outgoing Transfer Fee	\$25.00	No Per Draft Charges	
Liens, Levy's & Attachments	\$100.00	Share Accounts - \$5.00 Minimum Balance, No Monthly Service Charge	
Loan Late Fee (15 days late)	\$ 25.00		

The rates and fees appearing with this Schedule are accurate and effective for accounts as of the effective date indicated on the Truth – In- Savings Disclosure. If you have any questions or require current rate and fee information on Your Accounts, please call the Credit Union at (856) 423-1469.

## ELECTRONIC FUNDS TRANSFERS DISCLOSURE

### **YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling are indicated below (some may not apply to Your Account). Please read this disclosure carefully because it tells you Your rights and obligations for these transactions. You should keep this notice for future reference.

**Direct Deposits** – You may make arrangements for certain direct deposits to be accepted into Your Share Draft Account.

**Preauthorized Withdrawals** – You may make arrangements to pay certain recurring bills from Your Share Draft Account.

Before starting direct deposits or preauthorized withdrawals, call the Credit Union to verify Your electronic account number.

**ATM card transactions** – You may access Your Account(s) by ATM using your ATM card and personal identification number (PIN) to:

- Transfer funds from regular share account(s) to draft account(s) with an ATM card.
- Transfer funds from draft account(s) to regular share account(s) with an ATM card.
- Make deposits to regular share and draft account(s) with an ATM card.
- Get cash withdrawals from draft or regular share account(s) with an ATM card.
- Get information about your draft or regular share account(s) with an ATM card.

Some of these services may not be available at all terminals.

**MasterCard point-of-sale transactions** – types of transactions – You may access your account(s) by ATM using your MasterCard ATM/Debit card and your personal identification number (PIN):

- Deposit funds to draft account or share accounts.
- Withdraw cash from draft accounts or share accounts.
- Make payments from draft accounts.
- Get balance information about draft accounts or share accounts.
- Transfer funds from draft accounts or share accounts to draft accounts or share accounts.

Please also see the “Limitations on frequency of transfers” section regarding limitations that apply to debit card transactions.

**MasterCard point-of-sale transactions** – types of transactions – You may access Your draft account(s) by debit card to:

- Purchase goods in person, online or by phone
- Pay for services in person, online or by phone
- Get cash from a participating merchant or financial institution.

Please see the “limitations on frequency of transfers” section regarding limitations that apply to debit card transactions.

**E-Credit Union** – types of transfers – You may access your accounts by computer using your personal identification number (PIN) and account number(s) to:

- Transfer funds from draft, shares or money market accounts to draft, share, money market accounts or loans.
- Make payments from draft, share or money market accounts to draft, share accounts or loans.
- Get balance information about draft, share, money market, line of credit or share certificate accounts.
- Get withdraw history on draft, share or money market accounts.
- Get deposit history on draft, share or money market accounts.
- Get transaction history on draft, share, line of credit, share certificate accounts or money market.

Please see “limitations on frequency of transfer” section regarding limitations that apply to computer transfers.

**Charges for electronic fund transfer** – Please refer to the Fee Schedule for information about fees.

### **RIGHT TO DOCUMENTATION**

**Terminal Transfers.** You can get a receipt at the time you make any transaction.

**Periodic Statements.** You will get a monthly account statement from Us for Your draft account.

You will get a monthly account statement from Us for Your share accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfer you make

- Where it is 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 or court orders; or
- If you give us written permission.

### **REGULATORY AUTHORITY**

If you believe that any provision of the New Jersey Electronic Funds Transfer Act has been violated, you should notify:

NCUA

1775 Duke Street

Alexandra, Va. 22314-3428

Tell us **AT ONCE** if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in Your account (plus your maximum overdraft line of credit). If you tell us within two business days, you could lose no more than \$50.00 if someone used Your card without Your permission.

Also, if Your statement shows transfers that you did not make, tell Us at once. If you do not tell Us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time.

If you believe Your card and/or code has been lost or stolen, or that someone has transferred money from Your account without your permission, call or write us at the telephone number or address listed on this brochure.

### **ERROR RESOLUTION**

In case of errors or questions about Your electronic transfer, call or write Us at the telephone number or address listed in this brochure, 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 Your statement or receipt, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

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 10 business days.

We will tell you the results of our investigation within 10 business days (20 if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate Your complaint or question. If We decide to do this, we will re-credit Your account within 10 business day (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete Our investigation. If we ask you to put Your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit Your account.

**Point-of-Sale and Foreign Country EFT Transaction Error or Questions** if Your notice of error involves an electronic funds transfer resulting from a Point-of Sale transaction at a Participating Merchant or EFT made other than in the United States or Puerto Rico, We may take up to 20 business days to investigate the matter and tell you the results of Our investigation. If we need more time to complete Our investigation, We will credit Your account within 20 business days for the amount you think is in error and take up to 90 days to investigate Your complaint or question.

You may ask for copies of Our investigation by writing to:

Fort Billings Federal Credit Union

PO Box 369

900 Billingsport Road

Paulsboro, NJ 08066

## **FUNDS AVAILABILITY DISCLOSURE**

This policy statement applies to all accounts.

**YOUR ABILITY TO WITHDRAW FUNDS AT FORT BILLINGS FEDERAL CREDIT UNION.** Our policy is to make funds from your deposits available to You on the same business day we receive your deposit. At that time, You can withdraw the funds and We will use the funds to pay drafts that you have written. For determining the availability of Your deposit, every day is a business day, except Saturdays, Sundays and federal holidays. If You make a deposit before 3:00 p.m. on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after 3:00 p.m. or on a day We are not open, We will consider that the deposit was made on the next business day we are open.

### **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 after the day of Your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day. However, the first \$225 of Your deposit will be available on the same business day. 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 the notice by the 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 check into Your account an additional five business days for these reasons:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn Your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than 5 business days after the day of Your deposit.

### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at Automated Teller Machines (ATMs) will be available on the second business day after the day of deposit, except the U.S. Treasury checks that are payable to You deposited at ATMs will be available on the first business day after the day of deposit. Also, the first \$225 of a deposit made at ATMs will be available on the first business day after the day of deposit. Checks drawn on Fort Billings Federal Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on Our premises.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If You are a new member, the following special rules will apply during the first 30 days Your account is open.

#### **SAME-DAY AVAILABILITY**

Funds from the following deposits are available on the same business day as the day of deposit:

#### **ELECTRONIC DIRECT DEPOSITS**

U.S. Treasury checks that are payable to You.

#### **NEXT-DAY AVAILABILITY**

Funds from the following deposits are available on the first business day after the day of deposit: Wire Transfer (other than Electronic Direct Deposits). Checks drawn on Fort Billings Federal Credit Union that are located in the same state or check-processing region as Fort Billings Federal Credit Union. Cash that is deposited in person to an employee of Fort Billings Federal Credit Union. State or local government checks payable to You, Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders payable to You that are deposited in person to an employee of Fort Billings Federal Credit Union. Under Our discretion We do reserve the right to extend holds longer than is noted in the above policy.

#### **SECOND-DAY AVAILABILITY**

Funds from the following deposits are available on the second business day after the day of deposit: Cash that is not deposited in person to an employee of Fort Billings Federal Credit Union. State or local government checks payable to You that are not deposited in person to an employee of Fort Billings Federal Credit Union. Cashier's, certified, tellers and traveler's checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders payable to You that are not deposited in person to an employee of Fort Billings Federal Credit Union. Funds from all other check deposits will be available on the fifth business day after the day of Your deposit. Under Our discretion We do reserve the right to extend holds longer than is noted in the above policy.

## COURTESY PAY

**OVERDRAFT PROTECTION / COURTESY PAY** – May provide certain account holders in “good standing” with the ability to overdraw their personal checking account up to \$500. If the account has been maintained in good standing, defined as (a) Making regular deposits sufficient to cover transactions; (b) Bringing the account to a positive balance at least once every thirty days or less, and; (c) There are no legal orders outstanding on your account, We may, at Our sole discretion, pay overdrafts up to the limits mentioned above, including Our normal Non-Sufficient funds and/or Courtesy Pay charges. Whether We pay or return an item, Your Account will be assessed a fee, either as a Courtesy Pay charge or a Non-Sufficient Funds charge but you will not be charged both fees.

To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your account to cover any overdraft. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur. Fees may be imposed on each draft item, withdrawal, debit card transactions, preauthorized automatic debit; telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in Your Account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy for information regarding the availability of funds in Your Account.

**OPT -IN /OPT-OUT OVERDRAFT/COURTESY PAY PROTECTION LAW** - Legislation recently requires that consumers must Opt-In to have overdraft protection when using their debit card and/or ATM card. If a consumer elects not to Opt-In, the Credit Union is not required to honor any transaction that may exceed Your Account balance available and may not charge a fee. If You have elected to Opt-In for overdraft protection, the Credit Union may cover the transaction up to \$500 and there is also an overdraft fee. Please refer to the Fee Schedule for current fee information.

## PRIVACY POLICY DISCLOSURE

**THIS IS YOUR PRIVACY POLICY DISCLOSURE AND INSTRUCTIONS. IT CONTAINS IMPORTANT INFORMATION CONCERNING OUR PRIVACY POLICY AND INCLUDES NECESSARY DISCLOSURES AS REQUIRED BY THE GRAMM-LEACH-BLILEY ACT (15 U.S.C., CH.94, B6801 ET SEQ.) AND THE NATIONAL CREDIT UNION ADMINISTRATION RULES AND REGULATIONS (12 CFR 716). PLEASE BE CERTAIN TO READ THESE DISCLOSURES AND INSTRUCTIONS CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

**Categories of information We collect.** We collect nonpublic personal information about You from the following sources:

- Information We receive from You on applications or other forms;
- Information about Your transactions with Us, Our affiliates, Mid-Atlantic Corporation Federal Credit Union or others;
- Information We receive from a consumer reporting agency; and
- Information We receive when verifying information You have provided

**Categories of information and parties to whom We disclose information about existing and former members.** We do not disclose any nonpublic personal information about Our members and former members to anyone, except as permitted by law.

**Information disclosed to service providers and joint marketing companies about existing and former members.** We may disclose the following information to companies that perform marketing services on Our behalf or to other financial institutions with whom We have joint marketing agreements:

- Information We receive from You on applications or other forms such as Your name and address;
- Information about Your transactions with Us, Our affiliates, or others, such as Your account balance, payment history, parties to transactions, and credit card usage; and
- Information We receive from a consumer reporting agency, such as Your creditworthiness and credit history

**Our policy and practices on protecting the confidentiality and security of information We have about You.** We restrict access to nonpublic personal information about You to those employees who need to know that 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.

**Protecting Your Own information.** Identity theft occurs when someone pretends to be You by using Your person information. You can take steps to prevent this:

- Shred personal documents whenever possible.
- Guard Your social security number, PIN & password numbers, credit card and financial institution numbers.
- Never disclose the above numbers to individuals You don't know.
- Review Your credit report at least yearly.
- Always keep Your information with Us current so We may contact You if We detect possible fraud or unauthorized information.

## REMOTE DEPOSIT CAPTURE DISCLOSURE AGREEMENT

**General.** Remote deposit is a service that allows members to deposit checks into eligible accounts from remote locations via their mobile device. To utilize remote deposit you must be enrolled in Fort Billings Federal Credit Union (FBFCU) online banking and have the Fort Billings Federal Credit Union Mobile App downloaded (installed) on your mobile device. By enrolling in this service you are accepting all terms and conditions in this agreement.

**Use of Service.** Remote deposit capture will not work unless it is used properly. You accept responsibility for making sure you know how to use Remote Deposit Capture (RDC). You agree to use this service in accordance with the instructions posted at <https://www.fortbillings.org/remote-deposit/>. In the event we change or upgrade this service, you are responsible for updating the software on your mobile device to ensure it works properly. Fort Billings Federal Credit Union will not be liable for any losses caused by your failure to properly use the RDC service or your mobile device.

**Other Agreements.** You agree when using the Fort Billings Federal Credit Union mobile app, you remain subject to the terms and conditions of any existing agreements except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and this Agreement does not amend or supersede any of those agreements. You understand those agreements may provide fees, limitations and restrictions which might impact your use of Fort Billings Federal Credit Union mobile app (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations and restrictions. Your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving the Credit Union.

Any account accessed through this service is subject to the account agreements and disclosures provided at the time of account opening. You should review your disclosures carefully as they may include transaction limitations or fees which may affect your use of mobile banking.

**Hardware and Software.** In order to use the service you must maintain, at your own expense, compatible hardware and software as specified by the credit union. The credit union is not responsible for any third party software you may need to use the service. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Eligible Items.** Each image must provide all information on the front and back of the original check as presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), and required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standard requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association or the image may not be accepted. The image transmitted to us must be legible and contain images of the front and the back of the check. If we determine at our sole discretion any image quality does not comply with the requirements as set forth above, we may choose to not accept the item and return it to you and charge back your account. Any loss we or you incur from a delay or processing error resulting from a failure to meet these standards will be your responsibility.

You agree you will not submit any of the following types of checks or other ineligible items:

- Checks made payable to any person or entity other than the person or entity that owns the account the check is being deposited into
- Checks containing alteration on the front of the check or item or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously negotiated
- Duplicate items
- Checks previously converted to a substitute check, as defined in Reg CC
- Checks drawn on a financial institution outside of the U.S.A, checks not payable in US Currency
- Checks that are remotely created, as defined in Reg CC
- Checks marked non-negotiable
- Checks dated more than 6 months prior to the date of deposit
- Postdated checks
- Checks that require an authorization (ex: COMCHECKS)
- Savings Bonds, money orders, travelers checks, or demand drafts
- Checks drawn on your account at Fort Billings Federal Credit Union
- Checks made payable to \*Cash\*
- Incomplete checks



- Checks that are not properly endorsed, as described in this agreement.
- Checks that are in violation of any federal or state law, rule or regulation

**Endorsement Requirements.** You agree to endorse all items with your signature and the words “**FOR REMOTE DEPOSIT ONLY AT FBFCU**”. A check made payable to two or more payees must be endorsed by both payees and both payees must be authorized owners of the account. If the check is made payable to you OR your joint owner, either of you may endorse the check. If the check is made payable to you AND your joint owner, both of you must endorse the check. **Fort Billings Federal Credit Union reserves the right to reject any item that is not properly endorsed.**

**Receipt of Deposit.** We reserve the right to reject any item submitted remotely, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when a confirmation email is sent on behalf of the Credit Union notifying you of the item’s submission. Receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree FBFCU is not liable for any loss, costs, or fees you might incur as a result of our charge back of an ineligible item.

**Availability of Funds.** You agree items transmitted using remote deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. You understand for the purpose of deposit using this service, the place of deposit located in Gibbstown, New Jersey. In general, if an image of an item you transmit is received AND ACCEPTED before 3:00 PM EST, Monday through Friday, it will be considered deposited that very day. Otherwise, it will be considered as the next business day. Generally, funds will be made available in (5) FIVE BUSINESS DAYS from the date of deposit. The Credit Union may make such funds available sooner based on factors such as credit worthiness, length and extent of relationship with us, and such factors the Credit Union, in its sole discretion, deems relevant.

**Check Retention / Disposal of Transmitted Items.** Upon receiving confirmation from the Credit Union notifying you they received a remote deposit, **you agree to retain the check for at least (30) thirty calendar days from the date of the image transmission.** After (30) thirty days, you agree to destroy the check you transmitted by marking it \*VOID\* and/or otherwise render it incapable of further transmission, deposit, or presentment. On occasion, you may be asked to provide us with the original check, at your expense, within (10) ten calendar days. If we do not receive the requested item within the time allotted, we reserve the right to reverse the deposit from your account.

**Deposit Limits.** In general the amount you may deposit with remote deposit capture on any single business day is \$5000.00, with a monthly maximum of \$20,000.00. This limit may be modified by us, from time to time. If you attempt to initiate a deposit in excess of this limit, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposits will still be subject to the conditions of this agreement, and FBFCU will not be obliged to allow such a deposit in the future.

**Errors.** You agree to notify the Credit Union right away of any suspected errors regarding items deposited remotely, and in no event later than (30) thirty days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within (30) thirty days, such statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against FB FCU.

You may notify us at: Fort Billings Federal Credit Union  
962 Billingsport Road  
Gibbstown, NJ 08027  
856-423-1469

**Errors in Transmission.** By using the RDC services you accept the risk of an item being intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Acceptance of Terms.** Your use of RDC constitutes your acceptance of this Agreement. This Agreement is subject to change. We will notify you of any material change via e-mail, text message, or online. You will be prompted to accept or reject any changes to this Agreement the next time you use the Service after the change is made. Your acceptance of the revised terms and conditions along with the continued use of the RDC will indicate your consent to be bound by the updated Agreement. Further, FBFCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from RDC services.

**Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, which includes providing upon request and without further cost, any originals or copies of items deposited through RDC in your possession and your records relating to such items and transmissions.

**Termination.** We may terminate this Agreement and service at any time and for any reason. This Agreement shall remain in full force and effective until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use RDC in a manner inconsistent with the terms of your Member Services Agreement or any other agreement with FBFCU.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect the Credit Union's rights with respect to any other transaction or to modify the terms of this Agreement. In the event any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License.** You agree the Credit Union retains all ownership and proprietary rights in RDC, associated content, technology, and website(s). Your use of the RDC service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use RDC. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the RDC service.

**Account Ownership/Accurate Information.** You represent you are the legal owner of the Account(s) and other financial information which may be accessed via Fort Billings Federal Credit Union's mobile app. You represent and agree all information provided to us is accurate, current and complete, and you have the right to provide such information to FBFCU for the purpose of using Mobile Banking. You agree not to misrepresent your identity. You represent you are an authorized user of the device you will use to access the app.

**User Security.** You agree to take precautions to ensure the safety, security and integrity of your account and transaction while using the Fort Billings Federal Credit Union mobile app. You agree not to leave your device unattended while logged in and to immediately log off when finished. You agree not to give out your username, password or other personal information to any unauthorized person(s). If you permit others to use your device, login or other means to access your account online, you are fully and wholly responsible for any transactions they may authorize and Fort Billings Federal Credit Union will not be liable to you for any damages.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF REMOTE DEPOSIT CAPTURE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM RDC WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE FORT BILLINGS FEDERAL CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FORT BILLINGS FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

If You have any questions, please contact Us at:

**GIBBSTOWN BRANCH**  
**Physical and Mailing Address**  
Fortbillings Federal Credit Union  
962 Billingsport Road  
Gibbstown, New Jersey 08027

**REGULAR OFFICE HOURS**  
**Lobby Hours**  
Monday, Tuesday, Wednesday & Friday  
8:00 AM to 4:30 PM  
Thursday 8:00 AM to 6:00 PM

**Drive-Up Window Hours:**  
Monday, Tuesday, Wednesday  
8:00 AM to 4:30 PM  
Thursday & Friday 8:00 AM to 6:00 PM  
Saturday 8:00 AM to 12:00 PM  
(856) 423-1469  
[www.fortbillings.org](http://www.fortbillings.org)

**PURELAND BRANCH**  
**Physical and Mailing Address**  
510 Heron Drive  
Suite 205  
Swedesboro, NJ 08085

**REGULAR OFFICE HOURS**  
Monday – Friday  
11:00 AM – 6:00 PM  
(856) 975-5814

