



Effective Date: July 1, 2025

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC FUNDS TRANSFER DISCLOSURE, COURTESY PAY DISCLOSURE, FUNDS AVAILABILITY DISCLOSURE AND PRIVACY POLICY DISCLOSURE. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

Throughout these Agreements and Disclosures, the references to "We", "Us", "Our" and "Credit Union" mean FORT BILLINGS FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures.

#### **FORT BILLINGS FEDERAL CREDIT UNION MEMBERSHIP**

To apply for membership with Fort Billings Federal Credit Union, You must complete and sign an application for membership. Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants with Fort Billings Federal Credit Union's common bond as outlined in the Credit Union's charter.

Eligibility also includes spouses of persons who died while within the field of membership, family members; Credit Union employees; persons retired as pensioners or annuitants from the above organizations; and organizations of such persons. By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

#### **ACCOUNT AGREEMENT**

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH FORT BILLINGS FEDERAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

1. **JOINT ACCOUNTS** – If Your account is owned jointly, then all funds on deposit are owned by any of the joint Owners. We can release or pay any amount on deposit in Your Account to any Owner. We can honor drafts, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred. Any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.
2. **CUSTODIAL ACCOUNTS** – A Custodial Account is an individual account created by a custodian who deposits funds to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, We may suspend the account until We receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.
3. **POWER OF ATTORNEY ACCOUNT** – If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.
4. **TRUST ACCOUNTS** – Trust accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. We require all Trust Accounts to name a beneficiary. For Revocable Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal. If the Account Designation shows a payable on death status, any Beneficiary has rights to the Account only if alive and only if the Settlor is deceased. If the Beneficiary dies before the Settlor, the Trust is terminated. The Settlor may change the Beneficiary at any time providing Us adequate proof of such change in a manner acceptable to the Credit Union. It is Your responsibility to determine and understand any legal effects related to this type of Account.



5. **DEPOSIT OF ITEMS** – You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney's fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your account until We have received final settlement for any items deposited.
6. **COLLECTION AND PROCESSING OF ITEMS** – In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day based solely on the amount of the item presented for payment ( with the smallest item paid first, the next largest item will be paid second, so forth and so on ), subject to the available funds in that Account. All of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.
7. **NOTICE OF RECEIPT OF ACH ITEMS** – Under the operating rules of the National Automated Clearing House Association which is applicable to ACH transactions involving Your Account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.
8. **PROVISIONAL PAYMENT (ACH ORIGATION)** – Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or otherwise received payments as provided in 4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.
9. **PROVISIONAL PAYMENT (ACH RECEIPT)** – Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.
10. **CHOICE OF LAW** – We may accept payments on Your behalf for Your Account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be constructed in accordance with and governed by the laws of the state of New Jersey as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your Account.
11. **EXPENSES** – If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.
12. **LIEN IMPRESSMENT AND SET-OFF** – You agree that We may impress and enforce a statutory lean upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and our impressed lien does not extend to any IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to us by any of the joint Owners.
13. **RESTRICTIVE LEGENDS**– We are not required to honor any restrictive legend on items You write unless we have agreed to the restriction in writing signed by an officer of the Credit Union. Examples of restrictive legends are ("must be presented within 90 days" or "not valid for more than \$1500.00" or "Two signatures required").
14. **SUSPENSION OF SERVICES** – We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause at Our discretion. We also have the right to pay any check presented for payment from Your account after Your Account is closed or suspended and to recover such amount paid from You. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that (a) a delinquent loan; (b) an unresolved deposited returned check; (c) a share Account balance below the \$5.00 minimum, or (f) cause a financial loss to the Credit Union.



15. **POSTDATED, STALE OR OVERDRAFT CHECKS** – You understand that postdating a check will have no effect on whether or not it is honored prior to or after the date of any such check. A stale check is any check received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft check, or other item presented for payment on Your Account without any liability.
16. **PERIODIC STATEMENTS** – You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We provided the statement to You.
17. **NOTIFICATION OF ADDRESS CHANGE** – You will notify Us promptly in writing with Your signature or in any other form We deem acceptable if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts. The fee is located in Our Fee Schedule.
18. **WAIVERS** – You agree and understand that our failure or delay to exercise any right, remedy, power or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.
19. **AMENDMENTS** – This agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.
20. **GOVERNING LAW** – This agreement shall be governed by the laws of the State of New Jersey, except to the extent that federal law controls.



#### 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%	0.60/0.60%	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

REQUIREMENTS	SHARES 1	IRA SHARES 20	CHRISTMAS SHARES 90	VACATON SHARES 15	MONEY MARKET DRAFT 80	DRAFT 40
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	N/A
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, and Money Market 80 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 ATM/Debit card for cash withdrawals 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
<b>OTHER FEES:</b>		Non-Sufficient Funds(NSF) /Courtesy Pay - Debit Card	\$35.00
Account Activity Printout	\$ 1.00	Non-Sufficient Funds(NSF) / Courtesy Pay - Draft	\$35.00
Account Balancing Assistance per hour	\$25.00	Non-Sufficient Funds(NSF) / Courtesy Pay - Withdrawal	\$35.00
Account Research per hour	\$50.00	Overnight Mailing Fee	\$40.00
ATM Fee (Non Member)	\$ 2.00	Paper Statement	\$1.00
ATM Withdraw Fee (Over 8/month)	\$ 1.00	Replace Lost ATM/Debit Card or Visa Credit Card	\$10.00
Cashier's Check	\$ 5.00	Stop Payment	\$30.00
Certified Check	\$10.00	Tax Form Copy	\$10.00
Draft Copy Note: Free via Home Banking	\$ 3.00	Temporary Drafts (3 per page)	\$5.00
Copy of Statement Note: Free with e-Statements	\$ 2.00	Undeliverable Mail	\$10.00
Decedent Account Verification	\$20.00	Xpress Accounts Closure Fee (New Account with Incomplete Documentation closed after 30 Days)	\$5.00
Deposited Drafts Returned Unpaid	\$15.00	Visa Cash Advance Fee (non Fort Billings FCU Visa)	\$10.00
Domestic Outgoing Wire Transfer	\$20.00	<b>NO COST SERVICES:</b>	
Dormant Shares Account – No deposits or withdraws for 12 months	\$2.00 per month	Draft Accounts	\$5.00 Minimum Balance
Early Closure of Christmas Club	\$15.00	First Order of Checks Free	
Escheat Administration	\$75.00	Free ATM Card	
Foreign Drafts Deposited/Collected	\$10.00	Free Checks – Age 60 and Older	
Home Equity Payoff Request	\$25.00	Free Remote Banking (Home and Mobile)	
Home Equity Subordination Agreement	\$25.00	Free Notary Service	
IRA Outgoing Transfer Fee	\$25.00	Free Self Service Coin Counter	
Liens, Levy's & Attachments	\$100.00	No Per Draft Charges	
Loan Late Fee (15 days late)	\$ 25.00	Share Accounts - \$5.00 Minimum Balance, No Monthly Service Charge	

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 Withdraws** – 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  
Alexandria, 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 \$275 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 ten business days for these reasons:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$6,725 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 the 10 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 \$275 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 FBFCU.

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

