

# Important Account Information For Our Members

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MEMBER NAME(S): \_\_\_\_\_

MEMBERSHIP NUMBER: \_\_\_\_\_

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## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning Accounts the Credit Union (Credit Union) offers. In this Agreement, the words "you" and "yours" mean anyone who signs an Account Card or Account Change 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.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, The Account Card and Rate & Fee Schedule, and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendment to these documents from time to time which collectively govern your Membership and Accounts.

**1. Membership Eligibility.** To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**2. Single Party Accounts.** A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.

**3. Multiple Party Accounts.** An account owned by two or more persons is a multiple party account.

a. **Rights of Survivorship.** Unless otherwise stated on the Account Card, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

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

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

**4. POD/Trust Account Designations.** A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

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

**6. Uniform Transfers/ Gifts to Minors Account.** A Uniform Transfers/ Gift to Minors Account (UTTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and the 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.

**7. Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**8. Deposit of Funds Requirements.** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule.

a. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two 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. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge, although we may accept endorsements outside of this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or any other marking 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.

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

d. **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 each direct deposit or preauthorized transfer by filling out a separate form. 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 U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. 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.

#### **9. Account Access.**

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

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

c. ACH & Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution.

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.

**10. Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

#### **11. Transaction Limitations.**

a. Withdrawal Restrictions. 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 transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawals, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow 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 obligations to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

b. Transfer Limitations. For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

**12. Certificate Accounts.** Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (Certificate Account), whichever we offer, is subject to the terms of this Agreement, The Rate and Fee Schedule and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

#### **13. Overdrafts.**

a. Overdraft Liability. If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rates and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.

**14. Postdated and Statedated Drafts.** We may pay any draft without regard to its date unless you notify us of a postdating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

#### **15. Stop Payment Orders.**

a. Stop Payment Order Request. You 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. The stop payment will be effective if the Credit Union receives the order in 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 recredit 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 an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. 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 the Rate and Fee Schedule. 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 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 multiple party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**16. Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearing house 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 terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**17. Credit Union Lien and Security Interest.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

**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 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 complies with the law or a government agency or court order; or (4) you give us written permission.

#### **20. Notices.**

a. **Name or Address Changes.** You are responsible for 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. We may accept oral notices of 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 the Rate and Fee Schedule.

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

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

**21. Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

#### **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. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. 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. 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 examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. **Notice to Credit Union.** You agree that the Credit Union's retention of 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. 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.

**23. Inactive Accounts.** If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule 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 set forth on the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. Funds in your account(s) 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(s); (2) assign or encumber your account(s); (3) receive payment of your account(s); (4) correspond with us about your account(s); (5) otherwise indicate an interest in your account(s); or (6) transact business with the Credit Union. Unclaimed funds 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.

**24. Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

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

**26. Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

**27. Death of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representative of any account owner.

**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 the 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-judgement 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. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

This is your Electronic Services Agreement and Disclosure. It includes necessary Federal statements as required by The Electronic Funds Transfer Act (15 U.S.C. Section 1693 ET SEQ) and Regulation E (12 CFR 205 ET SEQ) and any special instructions regarding the use of your Star ATM card, SNAP debit card, our audio response system ("Telephone Teller") and our personal computer access system ("CU at Home"), each with its personal identification number (PIN). Please be certain to read this Agreement and Disclosure carefully and notify us at once if any parts are unclear.

Whenever used in this Agreement, the references to "We", "Us", "Our", and "Credit Union" mean Members First Credit Union. The words "You" and "Your" mean each person applying for and/or using any of these services described herein. The word "Card" means any Star ATM Card or SNAP Debit Card issued to You by Us and any duplicates or renewals We may issue. "Account" means any account or accounts established for You as set forth in this Agreement. If this is a joint account, read singular pronouns in the plural.

### **Star ATM Card, SNAP Debit Card, Telephone Teller and CU at Home On-line Banking Agreement.**

This Agreement applies to any electronic fund transfer made to or from your Account(s) through the use of the following: (a) Your Star ATM Card or SNAP Debit Card in Automated Teller Machines (ATMs) or at any place that Your Card is honored including those transactions made through the use of the appropriate Personal Identification Number (PIN) in conjunction with Your Star ATM Card or SNAP Debit Card; (b) Our Telephone Teller Audio Response System; and (c) Our CU at Home On-line Banking Personal Computer Access System.

An electronic funds transfer is any transfer of funds other than by check or other paper instrument which is performed through the use of your Star ATM Card, SNAP Debit Card, Our Telephone Teller Audio Response System, Our CU at Home On-line Banking System, or any other electronic device. You understand that Your Card and any access codes or PINs are issued by Us and are not transferable. The use of Your Card, PIN and/or other Account Access Device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account Access Device; (b) that We may follow all instructions given to machines and/or any other Account Access Device; and (c) that You may make ATM withdrawals from Your Share Checking Account, Share Savings Account and/or Your Line of Credit that You may have with Us up to a maximum daily amount (savings, line of credit and Share Checking combined) of \$300.00, provided You have enough money in Your Accounts. You may also make Point of Sale ("POS") withdrawals from Your Share Checking Account up to a maximum daily amount of \$2,000.00, provided You have enough money or available credit in Your Account(s). For security reasons, there are limits on the number of transfers You can make using Our Star ATM Card and SNAP Debit Card services.

You may use other Electronic funds transfer services which may include: (a) pre-authorized deposits of Your net paycheck, (b) automatic payroll deductions; and (c) pre-authorized deposits of pension checks and other recurring payments or deposits.

We may, but are under no obligation to do so, process an Electronic Funds Transfer that exceeds the balance in Your Share and/or Share Checking Account. As permitted by law and in the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount plus any associated fees and charges, including reasonable attorney's fees.

**Joint Accounts.** If this is a joint account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account Access Device that is requested and approved will be mailed only to the primary Account holder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**Delayed Funds Availability Notice.** Subject to Our Funds Availability Policy, deposits made at ATMs may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy for Our policy regarding the availability of Your deposits.

**Issuance of Personal Identification Number(s) and Access Code(s).** We will issue a Personal Identification Number (PIN) to be used in conjunction with Your Star ATM Card and/or SNAP Debit Card and PIN and/or Access Code to be used in conjunction with Telephone Teller and CU at Home On-line Banking Transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Primary Share Savings Account and/or Your Share Checking Account that You may have with Us.

### **TYPES AND LIMITATIONS OF SERVICES**

**Star ATM Card and SNAP Debit Card Transactions.** You may use Your Star ATM card or SNAP Debit Card in conjunction with Your PIN in ATM machines or such other facilities as We may designate. At the present time, You may make the following types of transactions: (a) withdraw cash from Your Share Savings and Your Share Checking Accounts; (b) transfer funds between Your Share Savings and Your Share Checking Accounts; (c) deposits to Your Share Savings and Your Share Checking Accounts; and (d) learn the balances in Your Share Savings and Your Share Checking Accounts that You have with Us. You may also use Your Card to purchase goods and services at any business establishment where it is honored (See "Point of Sale" section).

**Telephone Teller Transactions.** You may use the Telephone Teller System to make the following types of transactions on designated accounts: (a) telephone transfers of funds between Your deposit Accounts and/or loan Accounts; (b) inquiries on Account balances, Account transactions and loan data; (c) inquiries on dividends; (d) withdrawals from deposit Accounts; (e) transactions on share /deposits; and (f) miscellaneous inquiries on Credit Union services that affect Your Account. Our Telephone Teller System operates 24 hours every day. If You attempt to call the system and are unsuccessful, please call back later when service is restored.

**CU at Home On-line Banking Transactions.** At the present time, You may use our CU at Home On-line Banking System via a personal computer for the following services: (a) transfer funds between Your deposit Accounts; (b) make payments on Your loan Accounts; (c) inquiries on Account balances, Account transactions and loan data; (d) withdrawals from deposit Accounts; (e) transactions on share/deposits; and (f) miscellaneous inquiries on Credit Union services that affect Your Account.

**Point of Sale.** You may use Your Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Share Checking or Your Share Savings Account, as appropriate to cover such transactions, provided You have enough money in Your Account. Each withdrawal by You or by anyone else to whom You give Your Card or PIN may be charged to Your Primary Savings or Share Checking Accounts as appropriate and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share Account in any order We determine, subject to the terms applicable to that Account; (2) We cannot honor stop payment requests on POS, Star ATM Card or SNAP Debit Card Withdrawals.

**Additional Transaction Limitations.** For all Accounts (except Share Checking Accounts) during any statement period, You may not make more than 6 withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than 3 of the 6 transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

**Ownership.** Your Card and/or any other Account Access Device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account Access Devices to Us immediately upon the closing of Your Account.

**Notification of Pre-authorized Deposits.** If you have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (614)462-6850 or (800)743-2327 to find out whether or not the deposit has been made.

**Right to Stop Pre-Authorized Payments.** If you want to stop any pre-authorized payments, call Us at (614)462-6850 or (800)743-2327 or write to Us at the address shown in this Agreement in time for Us to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill You again for the "stopped" payment or cancel the entire pre-authorized payment arrangement, contact the third party.

**Our Liability for Failure to Stop Payment.** If You order Us to stop one of Your pre-authorized payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**Transaction Slips.** You can get a receipt at the time You make any transaction to or from Your Account (except for telephonic, CU at Home On-line Banking and mail-in transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**Fees.** We may assess reasonable charges against Your Account for certain transactions made to and from Your Account. If so, We will specify any charges for these transactions, including automatic transfers, in the Fees and Charges section of this Agreement. We will explain the charges to You when You open Your Account. You will be provided with a Rate & Fee schedule, Telephone Teller and CU at Home On-line Banking System information after Your Account is established. You may also be charged fees imposed by ATM operators for using ATMs that We do not own and/or operate. You may also be charged fees imposed by any national, regional or local network used to effect such transactions.

**Liability for Failure to Complete Transactions.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money and/or available funds/credit to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal or system was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond our control prevent the transaction; (e) Your card is retrieved or retained by an ATM; or (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account. There may be other exceptions stated in Our Agreement with You.

**Liability for Unauthorized Use.** Telephone Us at once at (614)462-6850 or (800)743-2327 or write Us at the address shown in this Agreement if You believe Your Card, PIN and/or Access Code have been lost or stolen. If You tell Us within two business days, You can lose no more than \$50 if someone uses Your Card, PIN and/or Access Code without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card, PIN and/or Access Code and We can prove that we could have stopped someone from using Your Card, PIN and/or Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as taking a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your SNAP Debit Card as long as You report the loss or theft of Your SNAP Debit Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized SNAP Card transactions, Your liability for unauthorized use will not exceed \$50. These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your SNAP Card.

**In Case of Errors or if You have Questions About Electronic Transfers.** Telephone Us at (614)462-6850 or (800) 743-2327 or write Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask you to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to Your Account was made.

**Lost or Stolen Cards.** To report a lost or stolen Card or PIN You will call Us at (614)462-6850 or (800) 743-2327. You must also write to Us to report the loss of a Card or PIN at the address shown in this Agreement.

**Disclosure of Account Information.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order or any legal process, or (4) if You give Us written permission.

**Termination.** We may terminate Your right to use Your PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**Change in Terms.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**Business Days.** Every day is a business day except Saturdays, Sundays and federal holidays.

**Governing Law.** This Agreement is controlled and governed by laws of the State of Ohio, except to the extent that such laws are inconsistent with controlling Federal law.

**Fees and Charges.** We may charge the following fees and charges associated with Your Account. ATM Withdrawal Fee (at non-credit union owned terminals).....\$0.50 per withdrawal.

## FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Members First Credit Union, Inc.

**1. General Policy.** Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00pm 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 4:00pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

**4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposited will not be paid.
- You deposited checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

**5. Deposits at Nonproprietary ATMs.** Funds from any deposits (cash or check) made at automated teller machines (ATMs) we do not own or operate will not be available until the second business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## TRUTH IN SAVINGS - ACCOUNT DISCLOSURE

Except as specifically described, the following disclosures apply to all of the accounts. All Accounts described in this disclosure are Share Accounts.

**1. 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. The Regular Share Savings account is a Tiered Rate account. If your account balance is \$2,499.99 or below, the first Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply. If your account balance is between \$2,500.00 and \$9,999.99, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. If your account balance is greater than \$10,000.00, the third Dividend Rate and Annual Percentage Yield listed for this account will apply. Once a particular balance range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account. The Money Market Deposit account is a Tiered Rate account. If your account balance is between \$10,000.00 and \$24,999.99, the first Dividend Rate and Annual Percentage Yield listed for this account will apply. If your account balance is greater than \$25,000.00, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. Once a particular balance range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account.

**2. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. 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.

**4. 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. For all accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.

**5. Balance Information.** The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Regular Share Savings accounts and Money Market Deposit accounts, there is a minimum daily balance required to earn the stated Annual Percentage Yield. 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.

**6. Account Limitations.** For Regular Share Savings, Money Market Deposit, Christmas Club, Vacation Club, and IRA accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed. For Share Checking, Organizational Checking, Business Checking and Chex-Back Share Checking accounts, no account limitations apply.

## 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, §6801 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.**

Throughout these Disclosures and Instructions, the references to "We", "Us", "Our", and "Credit Union" mean MEMBERS FIRST CREDIT UNION, INC. The words "You" and "Your" mean each person applying for and/or using any of the services offered by Us. "Account" means any account or accounts established for You.

Members First Credit Union is committed to making financial products and services available to meet your needs as a member. Information plays a crucial role in our ability to do this. Protecting personal information and using it in a manner consistent with your expectations is a high priority for everyone associated with Members First. The following is a brief summary of the steps we have always taken to respect your privacy.

As you expect from us, we maintain strong security controls to ensure that your personal information contained in our files and computers is protected. Where appropriate, we use security-coding techniques to protect against unauthorized access to personal records, to ensure the accuracy and integrity of communications and transactions, and to keep information we have about you confidential wherever possible.

We will only obtain personal information about you in accordance with applicable laws, in response to your specific requests for services from us and other such legitimate business purposes. This information helps us verify your identity, manage our relationship with you and develop products and services that meet your needs.

You always have the opportunity to review the information we have on file about you and make necessary changes to ensure that our records are complete and accurate.

We only allow others to offer products and services to you when we believe these products and services to be of value. We partner only with businesses that share the same high standards for protecting the information we have about you and that follow strict confidentiality requirements.

We may share information about you with non-affiliated third party companies in order to gather additional information about you for the purposes of improving our delivery of products and services and to offer you products and services outside our current range of products and services.

We exchange member information in response to lawful requests issued by a court, government agency, or regulatory authority or as permitted by law in order to administer or enforce the terms of your account(s) and/or agreement(s) with us. We also share information about you with various consumer credit reporting agencies.

**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, or others; and
- Information We receive from a consumer reporting agency.

**Categories of information We disclose about existing and former members.** We may disclose the following kinds of nonpublic personal information about You:

- Information that we receive from You on applications or other forms such as Your name, address, social security number, assets, and income;
- 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.

**Categories of parties to whom We disclose information about existing and former members.** We may disclose nonpublic personal information about You to the following types of third parties:

- Financial service providers, such as mortgage bankers, securities broker-dealers, insurance agents and credit union service organizations;
- Non-financial companies, such as retailers, direct marketers, airlines, and publishers; and
- Others, such as non-profit organizations.

We may also disclose nonpublic information about You to nonaffiliated third parties 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, address, social security number, assets, and income; and
- 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 and services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Your nonpublic personal information.

## MEMBER IDENTIFICATION POLICY

**Important information about opening your account.** To help the Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you.** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your drivers license or other identifying documents.

# IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT: SUBSTITUTE CHECKS AND YOUR RIGHTS

## WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: Members First Credit Union, Inc., 1445 W. Goodale Blvd., Columbus, OH 43212. You may also telephone us at (614) 462-6850, send us a fax to (614) 462-6860, or e-mail us at [mail@members1stcu.org](mailto:mail@members1stcu.org). You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date that you wrote the check, and the name of the party to whom you wrote the check.

## Overdraft Privilege Policy (A Discretionary Overdraft Service)

**It is the policy of Members First Credit Union ("the Credit Union", "CU", "we", "us", or "our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.**

A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfer, or withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The Imposition of applicable service charges; or E) The deposit of items which according to the CU's Funds Availability Policy, are treated as not yet "available" or finally paid.

**We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.** Rather than automatically returning, unpaid, any non-sufficient funds item that you may have, if your eligible account (primarily used for personal and household purposes) has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: A) continuing to make deposits with your past practices, and depositing at least \$300.00 or more in your account within each thirty (30) day period, B) you are not default on any loan obligation to the CU, C) you bring your account to a positive balance (not Overdrawn) at least once every thirty (30) days, D) you are 18 years of age or over E) you are not a salaried employee or Official Family volunteer of this credit union and F) your account is not the subject of any legal or administrative order or levy, **we will consider, without obligation, approving your reasonable overdrafts. This discretionary \*service** will generally be limited to a \$700.00 overdraft (negative) balance for personal checking accounts. Of course, any and all fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit.

**We may refuse to pay an overdraft for you at any time, even if your account is in good standing and even though we may have previously paid overdrafts for you.** You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return an item. **The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge (s) that you owe us shall be due and payable upon demand.** If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge (s).

Limitations: Available only to eligible personal checking accounts primarily used for personal and household purposes. (Business account, Savings, and Club accounts are not eligible). We may limit the number of accounts eligible for Overdraft Privilege \*Service to one account per household.

\* The Overdraft Privilege Service does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This service represents a purely discretionary courtesy or privilege that the Credit Union may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or cause.