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# SAFE

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FEDERAL CREDIT UNION

Family Values. *Forward Vision.*™

**Membership, Account, and  
Account Services Agreement**

**Privacy Notice**

**How to Contact Us**

***Important legal information, disclosures  
and terms you should know.***



## ABOUT THIS BOOKLET

This booklet contains the following sections. Please review this information and keep this agreement for answers when you need them.

### **Membership, Account, and Account Services Agreement**

This section explains the rules which govern your account(s) and account services with SAFE Federal Credit Union.

### **Electronic Funds Transfer Agreement and Disclosures**

This section governs your electronic account services with SAFE Federal Credit Union and contains disclosures required by the federal Electronic Fund Transfer Act and Regulation E.

### **Truth-In-Savings Disclosures and Additional Account Terms and Conditions**

Except as specifically described otherwise herein, this section governs all checking, money market, savings and share certificate accounts at SAFE Federal Credit Union. The fees and charges that apply to your accounts are set forth on the separate Fee Schedule, which may be amended from time to time.

### **Funds Availability Policy Disclosure**

This section applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with SAFE Federal Credit Union.

### **Privacy Notice**

The Privacy Notice explains what we do to keep information about you private and secure, and your choices about how we use your information.

### **Insured Funds**

The National Credit Union Share Insurance Fund (NCUSIF), an arm of the National Credit Union Administration (NCUA), insures your shares. Established by Congress in 1970 to insure member share accounts of federally insured credit unions, the funds are managed by NCUA under the direction of the NCUA Board. NCUA follows the same guidelines as set by FDIC. Properly established share accounts in federally insured credit unions are insured to at least \$250,000.



Federally Insured by NCUA





# Membership, Account, and Account Services Agreement

## ACTIVE MILITARY MEMBERS AND DEPENDENTS

Any provisions of this Membership Agreement contrary to the Military Lending Act ("MLA") pursuant to 10 U.S.C. § 987 are void for the period(s) during which you are entitled to the protections of the MLA.

## **THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §15-48-10 ET. AL., AND THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1, ET SEQ.), SEE SECTION 41. THIS SECTION EXPLAINS ANY OPT-OUT RIGHTS YOU MAY HAVE AND THE STEPS TO EXERCISE SUCH RIGHTS.**

This Membership, Account and Account Services Agreement ("Membership Agreement") explains the rules which govern your membership, account(s), and account services with SAFE Federal Credit Union. In this Membership Agreement the words "you" and "your(s)" mean everyone that signs a Membership Application, Account Card, or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s). The words "we," "us," and "our" mean SAFE Federal Credit Union ("Credit Union").

The purpose of this Membership Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your use or continued use of any account or account services after receiving this Membership Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated herein, including the Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Disclosure, Rate Schedule, Truth-in-Savings Disclosures and Fee Schedule, any account receipt, the Credit Union's bylaws, policies and procedures, and any amendments which collectively govern your membership and accounts. You agree that additional accounts and services you request in the future will be governed by this Membership Agreement, as amended from time to time.

Please read this Membership Agreement carefully and keep it in a safe and convenient place.

## **1. TERMS, CONDITIONS AND LIMITATIONS OF YOUR RELATIONSHIP WITH THE CREDIT UNION**

The following terms govern our relationship with you. This Membership Agreement governs all services whether opened now or in the future. This Membership Agreement may be amended or revised by us at any time, and any change in this Membership Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Membership Agreement is binding upon the account owner(s) and all parties hereto together with his, her or their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: (i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S.A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) The National Automated Clearing House Association ("NACHA") Operating Rules; (iii) The Operating Regulations of any network through whom you initiate or process any transaction(s); and (iv) any and all laws, treaties, rules, regulations or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. The Credit Union is not in any way limited in the use of the name of any person or entity

that claims trademark, copyright, or other such status regarding a name in the ordinary course of Credit Union business, in providing any services we may offer, or in using such name in any other manner authorized by our agreements, applicable laws or regulations.

You agree that all accounts and services will be for personal, family and household purposes. If we, in our discretion, ascertain other use such as commercial use of the account, we may require the account(s)/services(s) be closed or converted to a business account.

We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

## **2. DEFINITIONS, REQUIREMENTS AND BIOMETRICS**

**“Access Device”** means any card, electronic access device and/or any codes, passwords, or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or mobile banking transactions, an Access Device shall also include any computer, smart-phone or other hardware used to make or process a transaction or service request.

**“Authorized User”** or **“Authorized Use”** means any person(s) who has/have actual, implied, or apparent authority, or to whom any account owner has at any time given any information, Access Device or documentation that enables such person(s) to access, withdraw, make transactions to or from your accounts or to use any of your account services. **If you have a joint owner or authorized signer on an account that has any access to the joint account (online or otherwise), you understand that this joint owner or authorized signer may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e., account number and all share IDs associated with said account number).** If you authorize anyone to use your Access Device(s), that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s), you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of an Access Device, and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes, without limitation, all users acting under a written document such as a power of attorney, as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

**“Actual Balance(s)”** and **“Available Balance(s)”** may be shown on your account. As explained in this Membership Agreement, there are many circumstances that will affect your access to the funds in your accounts. Many of these circumstances are beyond the Credit Union’s control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. We may place holds on various deposits as explained in our Funds Availability Policy Disclosure and under certain circumstances explained in this Membership Agreement. Thus, your account records may show an “Actual Balance” and an “Available Balance.” The Actual Balance is the total amount of funds in your account(s). The Available Balance is the Actual Balance in your account less holds placed on deposits and less holds on debit card authorizations not yet presented for payment that is available for transactions (withdrawals, write checks, debit transactions, online and mobile banking or other authorized transactions). You should take care only to make transactions against the Available Balance as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account as new or additional transactions cannot be processed until funds are available for transactions. This may result in non-sufficient funds (“NSF”) transactions, returned items and/or overdraft privilege fees as a result of exceeding your Available Balance. To know the Available Balance, you may review your account(s) in online and mobile banking or you may call the Credit Union at 1.803.469.8600 or 1.800.763.8600. Also, be sure you understand the order in which your transactions are paid as explained

herein so that you may avoid making transactions that exceed your Available Balance.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION YOU WANT TO MAKE. Your Available Balance does not reflect your outstanding checks, automatic bill payments, or any other outstanding transactions that have not been paid from your account. These items will not be reflected in your Available Balance until presented to us and paid from your account. Holds on deposits may not be reflected, as described in our Funds Availability Policy Disclosure.

Important note: The available balance does not reflect every transaction you have initiated or we previously authorized. For example, your available balance may not include the following:

Outstanding checks and authorized withdrawals (such as recurring debit card transactions and ACH transactions that we have not received for payment).

The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.

We must honor debit card transactions that have been previously authorized but not sent to us for final payments from your account at a later date (i.e. car rental, hotel room). This can result in what is commonly referred to as "Authorize Positive, Settle Negative", which can result in an overdraft if other transactions draw your account negative before final payment. Since we do not know all transactions you may enter into, we have to rely upon you to manage your account in order to avoid an overdraft.

**"Biometrics"** is the measurement and analysis of an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. The Credit Union may provide access to your account(s) and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics and will cooperate with the Credit Union in implementing any new technology. Biometric technologies may be used for authentication. When you enable biometric access, every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your agreement(s) with us. THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU, THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY.

**"Check"** means an acceptable written "instrument" on your account(s) and includes the term "share draft."

**"Instrument"** means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code ("UCC") pursuant to the laws of the State of South Carolina.

**"Owner(s)"** means the person(s) who have a present ownership interest in the sums on deposit in joint accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically designated as such in a completed and signed Membership Application.

**"Share(s)"** means all deposits in any share savings, share draft, club, share certificate, payable on death, revocable trust, or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Share(s) for the purpose of your pledge secure your obligations to the Credit Union and our common law right of off set. Your pledge does not include any

Individual Retirement Account (“IRA”), tax escrow, irrevocable trust, or fiduciary account in which you do not have a vested ownership interest.

“**Transaction(s)**” means any deposit, order, transfer, payment, purchase via point-of-sale (“POS”) transaction or otherwise, withdrawal or other instruction relating to any accounts or account services provided by the Credit Union.

All instructions to us and documentation requested in any manner shall be given in English and any instructions given shall be given using simple numerical methods (for example, to request one hundred dollars you will use: “\$100” “\$100.00” or the English equivalent “One Hundred Dollars”). We are not obligated to follow any other instructions.

### **3. MEMBERSHIP ELIGIBILITY**

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain the minimum required 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 account(s) and service(s) you request.

### **4. COMPLIANCE WITH LAWS AND INAPPROPRIATE TRANSACTIONS OR ACCOUNT RELATIONSHIPS**

You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Membership Agreement. Certain federal and/or state laws or Third-Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges, or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized (s) or for declining to accept, process, or pay any such transaction.

The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Membership Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to “Money Service Businesses”, “Internet Gambling Businesses” and “Cannabis Businesses” or other businesses that we determine violate the limitations in this Section. “Cannabis Businesses” are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

### **5. TAXPAYER IDENTIFICATION NUMBERS AND CERTIFICATION**

Pursuant to the Membership Application used to open your account(s) with us, you provided a certification regarding the accuracy of your Taxpayer Identification Number (“TIN”) or Social Security Number (“SSN”) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future unless you provide written notification to us that specifically provides otherwise. You agree to comply with all of our requirements for identification, including photographing, video recording, and providing fingerprints or other biometrics.

## **6. CREDIT UNION'S RIGHT TO INVESTIGATE**

Unless prohibited by law, the Credit Union has full rights to investigate all transactions, methods, and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed when we are notified of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions, the Credit Union's right of investigation shall extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's Access Device(s), including but not limited to computers, tablets and smartphones, and to report the Credit Union's findings of such investigation to all owners and/or users.

## **7. CREDIT REPORTS, MEMBERSHIP OR ACCOUNT ELIGIBILITY AND OTHER CREDIT UNION SERVICES AND SOCIAL MEDIA**

To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products, increases or decreases in services and/or credit limits, now and in the future, or as needed to comply with any applicable law, regulation or government agency requirements, including but not limited to escheatment/abandoned property, privacy or other issues that may affect your rights, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans, or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others.

You also understand that you may elect from time to time to use the Credit Union's or other parties' social media tools and sources that there is no claim of privilege or privacy regarding information shared or discernible from such use or sharing. The use of such information by us does not violate your privacy or other rights. If you have consented to communicate with us via social media, we may use any social media addresses you may establish from time to time.

### **a. Privacy and Confidentiality**

Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. Violation of this provision shall be grounds for enforcement of all options under section 22 of this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening

## **8. DEPOSITS TO YOUR ACCOUNT(S) AND INSTRUMENTS PAID OR CASHED**

Funds may be deposited to any account, in any manner that is approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosures. All accounts are non-assignable and nonnegotiable to third parties. Deposits may be made by mail, in person at any of our branches having facilities to accept deposits or by direct deposit or other electronic funds transfer allowed by us. Should we accept a deposit from you by any electronically created item (example includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not.

### **a. Endorsements**

You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) 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. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.



## **b. Substitute Checks**

You agree not to deposit any substitute check or similar item that you have created or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for any loss we may incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

## **c. Restrictive Legends**

Some checks and drafts contain restrictive legends or similar limitations on the front or back of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have agreed in writing to the restriction or limitation.

## **d. E-Checks**

When you or any person with authority authorize any eCheck you agree (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for any loss we may incur in connection with any eCheck you authorize.

## **e. Collection of Deposits**

The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until we actually receive them. In handling items for collection or deposit to your account, the Credit Union only acts as your agent for collection and assumes no responsibility beyond the exercise of ordinary care. By signing the Membership Application or using any accounts or services, you specifically waive your rights to notice of nonpayment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. The Credit Union will not be liable for any default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or represent may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts but are NSF's that you must pay to us if we incur any loss in seeking to collect such items for you.

## **f. Direct Deposits**

The Credit Union may offer direct deposit options allowing you to preauthorize deposits (for example, payroll checks, Social Security Administration, retirement checks or other government funds). You must authorize any direct deposits to your account by separate authorization form. You must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

## **g. Multiple Payees**

Unless any check, share draft, or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (for example, a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B;" where "A and B are listed on separate lines" or otherwise, where not expressly conjunctive are payable in the alternative).

## **h. Final Payment**

All items, deposits, Automated Clearing House (“ACH”) transfers, or other transfers credited to your account(s) are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees and charges as set forth in the Fee Schedule without notice. We have no obligation to provide any separate notice under this section, and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice. The Credit Union reserves the right to refuse or to return all or any item(s) or transfer(s).

## **i. Checks from Source Other than Credit Union Approved Vendor and Use of Wash Preventive Ink**

The Credit Union approves the vendor(s) listed in the Fee Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting, arising from or relating to alterations, forgery or non-payment, returns as no account, insufficient funds or otherwise, limitations we do not specifically agree to in writing or any other processing or payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, “VOID” pantograph, micro-print lines, bleed-through check numbering, a warning band, and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

## **9. TRANSACTIONS FROM YOUR ACCOUNT**

Generally, you may withdraw or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Policy Disclosure in effect at the time of the deposit. Payments upon your order may be made in coins, bills or other instruments or via electronic means at our option.

### **a. Payment Order of Your Transactions**

To assist you in handling your account(s) with the Credit Union, we are providing you with the following information regarding how we process the items you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received by us commonly contains a large amount of a specific type of item (for example, check, ACH, ATM, or POS transaction). It is common for each of these presentment files to contain multiple items to be processed against your particular account.

For ACH entries and checks received in batch files, the Credit Union posts in the following manner:

- Posting of that day’s ACH credits is followed by ACH debits, followed by checks.
- ACH debits are processed in the order received. Several files are received each day and the files are posted in the order in which we receive them.
- Checks are processed in the order received and then in numerical order.

The order in which items are presented may affect the fees assessed to your account. Most transactions post when you conduct them. The following transactions generally post real-time or very near real-time from when you conducted them include:

- Transactions you conduct at our teller counters such as deposits\*, withdrawals and cashing on-us checks.
- Transactions you conduct at CO-OP Shared Branching locations\*.
- Your ATM deposits\* and withdrawals.
- Your debit card purchases conducted with a PIN.

- Authorizations (holds) on your debit card purchases conducted using the VISA network. \*\*
- Transfers you conduct using telephone banking, online banking, or mobile banking.

\* Note that funds availability rules apply, and funds deposited on a real-time basis may not be made available immediately. For example, checks you deposit may be subject to uncollected funds holds. See our Funds Availability Policy Disclosure and CO-OP Shared Branching rules for details.

\*\* The corresponding settlements may lag hours or days based on when the merchants submit them. We post settlement transactions at the time we receive them.

The order in which items are paid is important if there is not enough money in your account to pay for all of the items presented. Our payment policy may cause your larger, and perhaps more important, items, not to be paid first (such as your rent or mortgage payment). If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item, which may result in fees charged to you as disclosed in the Fee Schedule. The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your account if the amount of the debit exceeds the funds available in the applicable account. Each time we return a debit for insufficient funds, we will assess an NSF fee for each returned debit item. The entity that submitted the debit may submit additional debit(s) for the same transaction to the Credit Union even if we have already returned the prior debit for insufficient funds in the account. If the resubmitted debit again exceeds the funds available in the account, the Credit Union again will return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.

We encourage you to maintain accurate records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

### **b. Restrictions on Withdrawals from All Accounts**

In accordance with applicable law, the Credit Union reserves the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) days and up to sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction and will advise when required by applicable law if (1) there is a dispute between account owners; (2) a legal garnishment, attachment, or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze or restrict any account, we will only be obligated to remove the freeze or restriction upon receipt of either an agreement signed by all interested persons or a legal document that meets our requirements.

**In addition to the foregoing, if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within our sole discretion) in lieu of other methods of transferring funds offered by us, you hereby release the Credit Union from any and all liability claims and demands whatsoever which arise from or in any way relate to your possession of any large sums of cash from the moment possession of same is made available and you will execute and deliver any further releases we may require in connection with any such withdrawal.**

### **c. Transaction Limitations for All Share Savings**

During any monthly statement cycle (or each month if you have a quarterly statement cycle), you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, home banking, or audio response transfer or instruction. 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 ACH.

Any withdrawal requirements are set forth in the Truth-in-Savings Disclosures. If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, and your account will be subject to closure by the Credit Union and a fee as stated in the Fee Schedule. If payment is made directly to the depositor, you may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM, or by telephone if the withdrawal is mailed to you in a check. There is also no limit on the number of transfers you may make to any loan account(s) with us. Limitations do not apply to Flex Share Savings Accounts.

#### **d. Term Share Certificates**

Any term share certificate, certificate, or share certificate accounts offered by the Credit Union are subject to the terms and conditions of this Membership Agreement, the Fee Schedule, the Rate Schedule, and Truth-In-Savings Disclosures and any account receipt or certificate, which are incorporated herein by reference.

#### **e. Checking Accounts**

The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the Fee Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account in accordance with Section 9 (a) of this Membership Agreement, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations and checks when presented shall be paid without verification. **We may disregard all information on, or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded.** You agree that the Credit Union did not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

You understand that when paid, your original check (or any substitute check) becomes the property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you multiple fees as set forth in the Fee Schedule for each requested item as applicable.

#### **f. Non-Member Check Cashing**

You agree that we may impose a fee as set forth in the Fee Schedule on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, at our discretion, limit the locations at which we will cash checks written on your account(s) payable to a non-member. A request for the Credit Union to cash the check at any other location is not a proper presentation of the check by your specific agreement.

#### **g. Checks you Requests**

If you request any check be issued by the Credit Union pursuant to any means we make available; all such checks will be made payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your account documentation with us and will be mailed to

the address of record.

#### **h. Temporary Holds and Authorizations for Amounts in Excess of Transactions**

To facilitate certain electronic transactions you make, the Credit Union may place temporary holds on the funds in your accounts. We can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to three (3) times the total estimated amount of your actual hotel stay, car rental, or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant or retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit card when checking in at hotels, at gas stations, or renting cars (which are the primary source of such holds and authorizations).

#### **10. COLLECTION ITEMS**

The Credit Union may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon the presentation of a collection item, we will follow the presenting institution’s instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We may charge fees for processing collection items (sending and receiving) as set forth in the Fee Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.

#### **11. ACCOUNT RATES AND FEES**

Fees applicable to all accounts and account services are set forth in the Fee Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Membership Agreement or the Fee Schedule. You agree that we may change the Fee Schedule at any time upon proper notice as required by law.

#### **12. AUTHORIZED SIGNATURE**

The Credit Union will not be liable for refusing to honor any order or item or instruction of yours if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your Access Device or other information to a third person. Also, you agree that if you authorize the use of stamp or facsimile signatures, electronic signatures, or signatures obtained by use of an Access Device or biometric authentication, we shall not be liable for honoring any transaction or instrument that appears to bear such, even if made by an unauthorized person. You are solely responsible to ensure that you maintain the security and possession of any stamp, facsimile signature or Access Device, or biometrics.

#### **13. ACCOUNT ACCESS AND INFORMATION SHARING**

##### **a. Authorized User(s)**

All withdrawals, transfers, and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you. The Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers, or other transactions.

##### **b. Access to Account Information**

You agree that all owners, borrowers, and authorized users (also referred to as “authorized signer(s)”), may have access to all of the information you provide to us, or which we gather and

maintain regarding our relationships with you and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us and other information relating to or arising with regard to any of your accounts, loans, or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us. You understand and agree that we are authorized to send jointly and/or provide to any individual owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be owners or borrowers as to all of the accounts or services addressed in the statement.

### **c. Sharing Information**

You hereby consent and agree that the Credit Union may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with co-borrowers, co-signers, guarantors, owners of collateral pledged, and others if we receive a request which we in good faith believe to be related to any such obligation, including but not limited to refinancing, sales, trades, transfers, exchanges or transactions. Also, you consent and agree that we may provide payoff or payment information to persons or entities who seek to make payments on your behalf, including potential "payoffs." This may include account numbers and information necessary to process payments.

### **d. Access to Third Parties**

When you give another party access to your account(s) or account information you understand and agree that we have no liability or obligation for any errors, claims, or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your account(s) or personal information.

### **e. Third Parties**

To expedite the matters herein for your benefit, you agree that the Credit Union can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.

## **14. POWERS OF ATTORNEY**

The Credit Union may allow a third person acting as your attorney-in-fact ("Agent") to make transactions regarding your account(s) or conduct other business on your behalf, pursuant to a Power of Attorney, but has no obligation to do so. You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. You agree that we have no obligation to verify the scope, authenticity, or validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your Agent, and may restrict or refuse account access, withdrawals and transactions. You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. The Credit Union may restrict the types or amounts of Transactions we permit an Agent to conduct. If your Agent does not present the original form, we may either accept or refuse to honor any Power of Attorney you grant and with no liability to you. If we accept a Power of Attorney, we may continue to recognize the authority of your Agent until we receive written notice of revocation from you and have had a reasonable time to act on it. We may require a separate form for each account or service for which you grant power of attorney. We within our discretion may not recognize a power of attorney given by one owner of a Joint Account without the consent of the other Joint Account holder(s). An Agent has no ownership interest in account(s) or Credit Union voting rights. **You agree to indemnify and hold the Credit Union harmless for accepting and honoring any Power of Attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.**

## **15. OVERDRAFT PRIVILEGE SERVICES AND OVERDRAFT PROTECTION PLANS**

An overdraft occurs when you make or authorize any transaction that exceeds the balance in any account with the Credit Union that you access by check, electronically, or otherwise that we pay



or if we impose a fee that exceeds the balance in your account(s). Unless you have an approved overdraft protection agreement with us, you agree not to cause any overdraft on any of your account(s) with us. The Credit Union's determination of an insufficient available balance may be made at any time between presentment and the Credit Union's processing deadline with only one review of the account required.

If we decide not to pay an overdraft the transaction shall result in a non-sufficient funds transaction and fee. The Credit Union, in its sole discretion, may pay any overdraft via its overdraft privilege services program or otherwise on a case-by-case basis but has no obligation to do so or to continue to do so. We may impose a fee as set forth in the Fee Schedule for any overdraft or any NSF. You agree to pay to us promptly the amount of the overdraft as applicable together with the fee pursuant to the Credit Union's policies. The Credit Union has no obligation to notify you of any overdraft, any NSF, or charge that creates a negative funds balance in your account(s).

You agree that the Credit Union may also in its sole discretion utilize any funds in any of your account(s) to pay any overdraft as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest and may include funds regardless of the source, including but not limited to, deposits of funds representing the payment of Social Security benefits, Veterans Disability benefits, or any other funds that may be subject to limitations under federal or state laws. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized user(s).

For ATM and one-time debit card transactions, you must consent using the methods we require in order for the Credit Union to exercise its discretion under this section to pay these particular transaction types. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

## **16. POSTDATED AND STALE DATED CHECKS, DRAFTS OR OTHER ITEMS**

The Credit Union may pay any check, draft(s), or other item(s) without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee set forth in the Fee Schedule. We are not responsible if you give us an incorrect or incomplete description or untimely notice. You agree not to deposit checks, drafts, or other items before they are properly payable. **The Credit Union is under no obligation to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.**

## **17. STOP PAYMENT ORDERS**

If you do not want the Credit Union to pay a specific written instrument such as a personal check, or ACH debit you can ask us to place a Stop Payment Order ("SPO") on the instrument. You can notify us by mail, via online banking, by telephone, or in person. Any such instruction must be given to a teller, member service representative, branch manager, or other eligible employee of the Credit Union. Your SPO will take effect when we record it on your account. For checks, the SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. For ACH debits, the SPO must be received at least three (3) business days before the scheduled date of the transfer. The SPO will not be valid and binding on us unless your SPO includes your account number, date, and the exact amount of the item, as well as the number of the item or originator of the ACH debit. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check, draft or ACH. In addition, we must receive sufficient advance notice of the SPO to allow us to a reasonable opportunity to act on it. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Fee Schedule.

If you give an oral SPO that is not confirmed in writing by you within fourteen (14) calendar days, your SPO will expire, and the instrument may thereafter be paid by us. If you provide written confirmation, your SPO will be effective for a period of thirty-six (36) months. Alternately, the Credit Union, in its sole discretion, may confirm any oral SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of thirty-six (36) months. To extend the SPO for an additional thirty-six (36) months, you must deliver to us an additional written request as described above. However, for ACH debits, the SPO will be effective for an indefinite period of time unless revoked by you in writing. We are not required to notify you when a SPO expires.

The Credit Union will not be responsible for any loss as a result of honoring a check (1) more than fourteen (14) calendar days after receipt of your oral order to stop payment; (2) more than thirty-six (36) months after your written order to stop payment, our written confirmation, or more than thirty-six (36) months after a written extension as provided herein; (3) through inadvertence, oversight or accident, we honor any postdated check; (4) if you fail to provide us with complete or accurate information; (5) or fail to meet your obligations as noted in this section or otherwise in this Membership Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the item to the Credit Union, and to assist the Credit Union in legal action taken against the person.

You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order. If you seek to return any cashier's check or like item after it is reissued to you or another, then you agree that we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code § 3-312 and reimbursement may not be made for ninety-one (91) days from the date issued.

## **18. LEGAL PROCESS AND OTHER ADVERSE CLAIMS**

Should we receive any legal process or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability (1) refuse to honor orders to pay or withdraw sums from the account(s); or (2) hold the balance in the subject account(s) until the legal process or adverse claim is disposed of to the Credit Union's satisfaction; before paying the balance over to the source of the legal process and/or comply with any specifically applicable laws in addressing the legal process. Any legal process or adverse claim is subordinate to the Credit Union's lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Fee Schedule.

## **19. STATEMENTS**

If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a joint account, we are only required to provide one periodic statement to any of the account owners. If you have elected to receive your statement electronically, you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account and the requirements of this section will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) calendar days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes. Copies will be retained by the Credit Union and made available upon your request and subject to the fee set forth in the Fee Schedule.



## YOUR DUTY TO EXAMINE AND REPORT PROBLEMS

AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED THIRTY (30) CALENDAR DAYS AFTER THE STATEMENT DATE (OR MAKE THE STATEMENT AVAILABLE TO YOU); (2) RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS 30-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Membership Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice; and (b) the legal action begins within one (1) year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before crediting your account and you agree to fully cooperate in such investigation. Within thirty (30) calendar days of the statement date, you agree to complete and return an affidavit of fraud and forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within thirty (30) calendar days of the statement date, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

## **20. CHANGE OF NAME OR ADDRESS**

You will promptly notify us of any changes to your name or address of record, including your e-mail or other electronic address by writing to us at P.O. Box 2008, Sumter, SC 29151-2008, via online banking or by visiting one of our branch locations. In the absence of such notice, any mail, disclosures or notices to you at any address, forwarding address provided to us by the U.S. Postal Office or e-mail address shown by our records or any communication received from you will be deemed properly addressed and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that an address you provided to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address of record then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Fee Schedule; and (2) discontinue sending any statements, notices or other items to you until verifiable information is received to correct any deficiency under this section.

## **21. INACTIVE OR DORMANT ACCOUNTS**

If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Truth-In-Savings Disclosures or Fee Schedule, we may classify your account(s) as inactive or dormant. Although having no obligation to do so, the Credit Union reserves the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You agree to pay any inactivity or dormant account service fees as allowed by applicable law and set forth in the Truth-In-Savings Disclosures or Fee Schedule. You authorize us to transfer available funds from any account(s) of yours to cover any fees, if necessary. If a deposit or withdrawal has not been made on the account and we have had no contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. We will suspend any further account statements.

## **22. TERMINATION OR RESTRICTION OF ACCOUNT(S) AND SERVICE(S) AND STANDARDS OF CONDUCT AND BEHAVIOR**

The Credit Union is committed to delivering exceptional products and services to our members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies, procedures and bylaws define the circumstances under which services may be limited for members who engage in "abusive conduct" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in this Membership Agreement without notice or further action. We, in our sole discretion, may terminate, limit, restrict or change the terms, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze or restriction on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/ service(s) if (1) there is a request to change the owners or authorized users; (2) there is a fraud or forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any Access Devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Membership Agreement or any other agreements with us, including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Membership Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy or procedure; (16) for making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) for misappropriating Credit Union funds, property or other material proprietary to the Credit Union; (18) deliberately or repeatedly

violating security procedures or safety rules; (19) possessing, using or being under the influence of illicit drugs on Credit Union premises; or (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers. We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a joint account for termination. Club accounts may be terminated if deposits are not made within certain time periods in successive periods. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse the Credit Union upon demand. You may be expelled for any reason as allowed by applicable law. If you are expelled, you may not be a joint account owner on another account.

We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access, or any other adverse claim(s).

### **23. STATUTORY AND CONSENSUAL LIENS ON SHARES**

By signing a Membership Application or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds ("shares") in all individual and joint share accounts, together with all dividends, deposits, and interest regardless of the source of the shares or any individual owner's contributions. This lien secures any account owner's individual and joint obligations to us now or in the future, whether direct, indirect, contingent, or secondary, and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with the Credit Union. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Membership Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union's rights are immediate and apply to all accounts unless prohibited by law. By not enforcing our right to apply funds in your account(s) to your obligations, we do not waive our right to enforce these rights at a later time.

### **24. RIGHT OF OFFSET**

You agree that the Credit Union at all times retains the common law equitable right to offset against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.

### **25. STATUS QUO-COLLATERAL PRESERVATION**

You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or "freeze" on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement, promise or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner's filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union's rights in such collateral or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union's exercise of this right to safeguard, restrict or "freeze" funds on deposit shall not constitute a violation of the automatic stay afforded by title 11 of the United States Code (11 U.S.C. 101).

## **26. TELEPHONE REQUESTS, RECORDING COMMUNICATIONS AND CONSENT TO COMMUNICATIONS FROM THE CREDIT UNION**

You agree that funds in any account(s) at the Credit Union can be transferred, upon the telephone request of any authorized user on the account(s), to another account with us or any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order.

You consent that any phone call with us may be monitored or recorded by us or our affiliates.

By providing your telephone number(s) to us, now or at any time, you authorize the Credit Union, our affiliates, and designees to contact you regarding your account(s) with the Credit Union at such number(s) using any means, including but not limited to placing calls using an automated dialing system, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

## **27. INFORMATION ABOUT YOUR ACCOUNTS AND ABOUT YOU**

The Credit Union will only disclose information to third parties about your account(s) or you (1) as permitted in this Membership Agreement; (2) as set forth in our Privacy Notice or as permitted by any applicable laws or regulations; or (3) when we are attempting to collect an obligation owed to us.

## **28. RIGHT TO REFUSE INSTRUCTIONS AND ORDERS**

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protections. Under this section, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may (1) expose the Credit Union to a risk or loss; (2) involve fraud or a scam; (3) be illegal; (4) otherwise not in the best interest of the Credit Union; or (5) you breach any promise under this Membership Agreement or any other agreements with us.

## **29. MISCELLANEOUS**

Further, this Membership Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of South Carolina, which together with specifically applicable federal laws govern this Membership Agreement. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices in South Carolina. While you may choose to access our website and electronic services from other locations, we make no representations that any information, materials, or functions embedded in our website or via our electronic services are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative, and you are solely responsible for compliance with any applicable laws and regulations.

Section headings in this Membership Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Membership Agreement invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Membership Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user, or other applicable person or party; or enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Membership Agreement.

## **30. AMENDMENTS AND CHANGES**

Changes to any account(s) or account service(s) requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Membership Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Membership Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice ten (10) calendar days or more in advance of the effective date of any change shall be deemed sufficient.

### 31. JOINT ACCOUNTS

Any or all owners can make deposits or withdrawals regardless of contributions from a joint account (also referred to as a multiple party account). Each owner guarantees the signature of all other owner(s) and appoints all other owners as agents. The member may by written order remove any joint owner of the account. Joint owners by written order may remove themselves. We may accept orders, instructions and requests for future services from any account owner, which shall be binding on all owners. **Any account owner may withdraw all funds, stop payment of items or Transactions (regardless of who ordered the payment), transfer or pledge to us all or any part of the shares in any account and block, terminate or discontinue or close any Transaction or service without the consent of the other owner(s)** and the Credit Union shall have no duty to notify any other joint account owner(s). We have no obligation to notify the other account owner(s) of any pledge or other actions, orders or instructions by any owner. Each owner is jointly and severally liable for all returned items, overdrafts or any other obligations owed to the Credit Union as a result of any Transaction(s) on a joint account, regardless of the drawer, user or authorized user who orders or causes said Transaction(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

Unless your account card specifically indicates otherwise, you agree that it's your intention to create a **joint tenancy with the right of survivorship** (a form of ownership) for any joint account and if one or more of the multiple party owners dies, his or her interest in the account passes to the remaining owners, unless subject to our right of set-off or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to the Credit Union regardless of contributions, up to the amount of the obligation(s) owed. We may not release any funds to a survivor until all required legal documents are delivered to us.

### 32. PAYABLE ON DEATH DESIGNATIONS

Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon the death of the last account owner, is payable to named and surviving beneficiary(ies) designated in writing by you on forms approved by us; and pursuant to applicable laws; unless subject to our right of off set or a pledge of the funds in the account(s), in which case all sums in the account(s) will belong to us up to the amount of the obligation(s) owed. Only the primary account holder, during his or her lifetime, may change any designated beneficiary by written direction to us. If any beneficiary is not of legal age at the time the account(s) are to be paid to beneficiaries hereunder, then said amounts will be paid to the legal guardian of such beneficiaries or as otherwise allowed by applicable law. If all named POD beneficiaries pre-decease the owner(s) the applicable funds shall be paid to the estate of the last surviving owner. We are not obligated to notify any beneficiary of the existence of any account or the vesting of any beneficiary's interest in any account, except as otherwise required by law.

### 33. UNIFORM GIFTS TO MINORS ACT AND/OR UNIFORM TRANSFER TO MINOR ACT

All grantors, custodians and beneficiaries agree to the terms of this section. A Uniform Gifts to Minors Account and/or Uniform Transfer to Minors Account ("UGMA/UTMA") 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. If you have signed an account agreement as custodian for a beneficiary under an applicable UGMA/UTMA, your rights and duties are governed by that Act. However, since the 50 states provide varying ages for distribution to the beneficiary; and the grantor, the custodian and/or the beneficiary may move; you have instructed and agreed that when the beneficiary reaches the age of 18 in all states, the funds in any UGMA/UTMA may be paid or withdrawn by the beneficiary without notice or further action by the Credit Union as this is the intent of the party establishing this account.

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. Subject to applicable law and at our sole discretion, two persons may be designated as custodians of the custodial property for the benefit of the same minor and that arrangement shall constitute a single custodianship.

#### **34. MINORS ACCOUNTS**

For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have his or her SSN or TIN and to have a parental joint account owner or custodian who is at least eighteen (18) years of age, who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid fees or amounts on such account. The Credit Union may take deposits from and 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 right to access the account other than in a custodial capacity. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian, or any account owner. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility. When the minor reaches the age of majority, he or she may change account ownership or status by written order.

#### **35. FIDUCIARY DESIGNATION ON AN ACCOUNT**

A guardian, custodian, trustee, representative payee, administrator, executor, personal representative, or similar fiduciary (collectively "Fiduciary") acts in that capacity pursuant to contract, state, or federal law, regulation, or judicial authority for the benefit of the named minor, ward, person under disability, trust beneficiary, or estate decedent named on the account. The Fiduciary agrees to be bound by the terms of this Membership Agreement and to furnish us, upon request, a copy of the written authorization designating the fiduciary and such other documents and authorizations as the Credit Union may deem necessary or appropriate. In opening a fiduciary account, the Credit Union acts only as a depository for the beneficiary's funds and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the appointed fiduciary. The Fiduciary agrees that he/she is liable to us for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the fiduciary. If a Fiduciary executes a power of attorney to appoint another person to act as the attorney-in-fact for the Fiduciary, we have the right, in our sole discretion, not to accept the power of attorney until the Fiduciary proves to our satisfaction that the Fiduciary has the right to delegate authority to others through a power of attorney. All draws and transfers made to the account must be signed for by the Fiduciary.

#### **36. CLUB ACCOUNTS**

The Credit Union offers club plan account(s) to help you save for holidays, vacations, or other purposes. At the end of the club account period, you authorize the Credit Union to pay the balance in your account by depositing the balance into any account designated by you or into your share account by default. If paid electronically, this payment is deemed a pre-authorized transfer. You may at any time withdraw any dollar amount without penalties. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period.

#### **37. ELECTRONIC RECORDS**

You acknowledge and agree that we may, in our discretion, store all records electronically and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

#### **38. E-MAIL AND FACSIMILE COMMUNICATIONS**

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any



way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents, or any parties we authorize sending and/or receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate, or third-party services and/or products.

### **39. LIABILITY, DISPUTES AND COSTS AND/OR FEES**

#### **General Limitations on Credit Union Liability**

The Credit Union is not liable to you for any loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations with regard to any transaction, including acting on a payment order, crediting any funds transfer to your account(s), processing an Item, or crediting your account(s). Circumstances beyond our reasonable control include, but are not limited to, a natural disaster, adverse weather conditions, acts of God, acts of terrorism, emergency conditions including any risk of loss to the Credit Union, a legal constraint or governmental action or inaction, strike or stoppage of labor, power failure, the breakdown or failure of our or our third-party service provider's equipment, hardware or software for any reason, the breakdown of any communication or transmission facilities, any mail or courier service, suspension of payments by another party or any matter resulting in whole or part from your act, omission, negligence or fault.

If your account is subject to any legal or governmental action ("action") we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized.

If you or any representative or purported representative submits to us any instructions or requests ("instruction") based on a legal document including but not limited to a Power of Attorney, Court Order, Appointment or Trust, you agree we may not honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction.

If there is a dispute between any person(s) and/or private or government organization over an account(s), or we are uncertain who is entitled to access an account or the funds in an account ("disputes"), you agree that we may hold the funds in the account and may not release the funds in the account until all persons or organizations that may claim an interest in the accounts/funds agree in a writing that meets our requirements addressing what should be done with the accounts and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and us to ensure that only persons who or organizations that are entitled to access the account and/or the funds in the account obtains access thereto.

To protect your and our interests with any "claim," "dispute," or "instruction" if we need to seek legal or other professional advice to review or assess any actions or other claims that affect your accounts or to bring any legal action to protect or otherwise determine the rights addressed in this Membership Agreement, you agree to pay all costs and expenses, including reasonable attorney fees and court costs, incurred by us. You further agree that all such costs and expenses may be deducted from your accounts, and that you will be responsible for any additional amount owed according to the terms of this Membership Agreement. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an account or the funds in an account, at our discretion we may deposit the

funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

You will make known all third persons including but not limited to attorneys in fact ("Agents"), representative payees and trustees that he or she are liable to us for any and all obligations incurred by any actions dealing with the account and you and they agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the third person.

#### **40. THIRD PARTY DOCUMENTS**

From time to time, you may present us with certain documents that the Credit Union is not a party to (examples include, but are not limited to, trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

#### **41. ARBITRATION**

This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us, regardless of reason. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

##### **a. Arbitration Rules**

In the event of a dispute relating to or arising out of your account, this Membership Agreement, any loan agreements or any other services you may have with us now or at any time in the future, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1.800.778.7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

##### **b. Arbitration Process**

Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

##### **c. Effects of Arbitration**

If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of



representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

#### **42. COSTS, EXPENSES AND ATTORNEY FEES – ALL ACCOUNTS AND SERVICES**

All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Membership Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) if we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) if we bring any action contemplated in this Membership Agreement; (5) if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Membership Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action, you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

# Electronic Fund Transfer Agreement and Disclosure

This Electronic Funds Transfer Agreement and Disclosure (“Agreement”) governs your electronic account services with SAFE Federal Credit Union. This Agreement also contains the disclosures required by the federal Electronic Fund Transfer Act and Regulation E. This information applies only to electronic fund transfers (as defined below) to or from deposit accounts established primarily for personal, family or household purposes. Please read this Agreement carefully and retain a copy for your records.

## TERMS, CONDITIONS AND LIMITATIONS OF YOUR RELATIONSHIP WITH THE CREDIT UNION

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing a Membership Application or your acceptance, use or continued use of any electronic account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, as may be amended.

The purpose of this section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with the Credit Union. You understand that the agreements, terms, conditions, rules, and regulations applicable to your loans, and any other deposit account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific subsection of this Agreement vary from the terms set forth in this section, the specific terms and conditions of the subsection will govern our relationship with you.

All Credit Union accounts and services are further governed by the terms and conditions set forth in your Membership Application, Membership, Account and Account Services Agreement, Online and Mobile Banking Agreement or any other agreements accepted within the online and mobile banking platform, account receipts, addenda or schedules that accompany agreements and disclosures, statements and certificates, any other application or agreement we require, as well as the Credit Union’s bylaws, policies and procedures, which are herein collectively referred to as “Agreement.” This Agreement governs all accounts and services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law.

This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Transactions on your account may also be governed by agreements with third parties such as the National Automated Clearing House Association (“NACHA”) Operating Rules, which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third-party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties’ requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

## GENERAL DEFINITIONS

In this Agreement, the words “**you**” and “**your(s)**” mean everyone that signs any Membership Application or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s).

“**We**,” “**us**,” or “**our**” or “**Credit Union**” means SAFE Federal Credit Union.

The term “**electronic fund transfer**,” refers to a transaction initiated through an electronic terminal, telephone, computer, or magnetic tape that orders, instructs, or authorizes a financial institution to

either credit or debit a member's account. The term electronic terminal includes, but is not limited to, debit card and automated teller machine ("ATM") transactions, preauthorized deposits and payments, telephone transfers, transfers initiated through a cash dispensing machine, transfers initiated through a personal computer, transfers initiated through a "mobile wallet" (includes transactions initiated through a smart phone, personal digital assistant ("PDA") or other mobile device), and transfers initiated by third parties. Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges.

The term "**access device**" means any card, electronic access device and/or any codes, passwords, or personal identification numbers ("PIN") issued to allow you to access or use any account or other services. Access devices include, but are not limited to, your debit card, PIN and credit card when used to conduct electronic fund transfers. A check is not an access device; however, an electronic fund transfer initiated by using information obtained from a check is governed by this Agreement. With regard to online or internet transactions, an access device shall also include any computer, smart phone or other hardware used to make or process a transaction.

**"A(a)uthorized U(u)ser"** and **"A(a)uthorized U(u)se"** means any person who has actual, implied, or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw or make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s), you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

The term "**check**" means an acceptable written "instrument" on your account(s) and includes the terms draft and share draft.

## **ILLEGAL AND PROHIBITED TRANSACTIONS**

You warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or third-party service provider rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process, or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges, or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

## **TYPES OF ELECTRONIC FUNDS TRANSFERS, FEES AND TRANSFER LIMITATIONS**

If approved, and subject to restrictions contained in this Agreement, and any terms and conditions or agreements provided with that particular access device or service, you may conduct any one or more of the following electronic fund **transfer types**. Some of these services may not apply to your account(s) and some of these services may not be available in all situations or at all terminals. The

general availability of each service is stated below, however, any service may be interrupted for a short time each day for data processing or circumstances beyond our control (such as fire, flood, or power outage).

The **fees** that apply to each type of electronic funds transfer are set forth below. These fees are in addition to the fees set forth on the Credit Union's current Fee Schedule, which may be amended from time to time. In addition, if you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. You may make up to ten (10) cash withdrawals per month from an ATM machine not owned or operated by the Credit Union without incurring a fee from us. After ten (10) cash withdrawals from an ATM not owned by the Credit Union, we will assess a fee.

The **transfer limits** for each type of electronic funds transfer are set forth below. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary. If approved for an access device with a lower limit, you will be notified of these limits by the Credit Union before you receive your access device.

For security purposes, there are other limits on the frequency and amount of transfers available at ATMs which are not outlined in this Agreement, and which may change from time to time. Contact us at 1.800.763.8600 or 803.469.8600 for additional information regarding transfer limits that may apply to your account.

Pursuant to Regulation D, for all savings accounts, excluding Flex Savings, no more than six (6) preauthorized, automatic, telephone, audio response or Internet transfers or withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

We may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. We may also, at any time, limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy Disclosure to determine the availability of funds deposited at ATMs.

### **Visa® Debit Cards**

The Credit Union offers Visa debit cards to eligible members on checking accounts. You may use your Visa debit card and PIN at ATMs of the Credit Union, CO-OP Financial Services ("CO-OP"), Interlink, Plus, Armed Forces Financial Network ("AFFN") or Visa networks, and such other machines or facilities as the Credit Union may designate. You may use your Visa debit card to:

- Withdraw funds from your checking accounts at point-of-sale ("POS") terminals or online where participating merchants accept Visa.
- Withdraw and transfer funds from your designated checking accounts.
- Obtain balance information for your designated checking accounts.
- Make deposits to your designated checking accounts (only ATMs at our branch facilities will accept deposits to your account).

**Transfer Limitations:****Checking Account with Overdraft Privilege Protection:**

- Daily Debit Card Transaction Limits at ATMs: \$500 per 24 hours (includes any ATM withdrawals) (\$505 can be withdrawn per 24 hours if a foreign ATM fee is applied).
- Daily Debit Card POS Transaction Limits: \$2,000per 24 hours (includes any ATM withdrawals).

**Checking Account without Overdraft Privilege Protection:**

- Daily Debit Card Transaction Limits at ATMs: \$500 per 24 hours (includes any ATM withdrawals) (\$505 can be withdrawn per 24 hours if a foreign ATM fee is applied).
- Daily Debit Card POS Transaction Limits: \$1,000per 24 hours (includes any ATM withdrawals).

**Y Checking Account:**

- Daily Debit Card Transaction Limits at ATMs: \$500 per 24 hours (includes any ATM withdrawals) (\$505 can be withdrawn per 24 hours if a foreign ATM fee is applied).
- Daily Debit Card POS Transaction Limits: \$500per 24 hours (includes any ATM withdrawals).

**Fees:**

- Debit Card Replacement Fee (per debit card): \$10
- Debit Card Stop Payment Order Fee (per request): \$10 (a request may include multiple debit card transactions)

You agree that you will not use your Visa debit card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Visa debit card purchases will be deducted from your designated checking account. You may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the available balance in your designated checking account and any available credit under your applicable overdraft line-of-credit or available limit with overdraft privilege services and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will not authorize payment; unless the Credit Union treats the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of multiple overdrafts, the Credit Union may terminate all services under this Agreement.

You may request a temporary increase on the daily limits that apply to Visa debit cards by contacting the Credit Union during business hours at 1.800.763.8600 or 803.469.8600, or by visiting one of our branch locations.

**Telephone Banking**

Your accounts can be accessed using the Credit Union's telephone audio response system using a touch-tone telephone. A separate PIN will be assigned to you for access to your account(s). Telephone banking services are available for your convenience 24 hours per day, 7 days per week. You may use telephone banking to make the following types of transfers:

- Withdraw funds from your savings and checking accounts via teller check.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

**Transfer Limitations:** Check withdrawals or transfers from savings accounts are subject to Regulation D.

**Fees:** None.

All checks are payable to you as a primary member and will be mailed to your address of record. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, calls may be monitored and recorded.

### **Preauthorized Transfers**

A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including orders received through the Automated Clearing House ("ACH"). You can preauthorize the following transactions without the use of an access device issued by the Credit Union.

### **Recurring Transfers**

By completing the Automatic Funds Transfer Authorization via the ACH form, you may set up a recurring transfer to an account at another financial institution.

**Transfer Limitations:** None.

**Fees:** None.

### **Internal Funds Transfers**

By completing an Authorization for Internal Funds Transfer Form, you can arrange to transfer funds within your account and from your accounts to the account(s) of other members.

**Transfer Limitations:** Transfer from Savings Account – six (6) per month. Transfer from Checking – None.

**Fees:** None.

### **Direct Deposits and Payments**

You can authorize persons or companies to make direct deposits or withdrawals to or from your savings or checking accounts for payroll, pension, social security and other types of direct deposits or payments.

**Transfer Limitations:** None.

**Fees:** None.

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

### **Electronic Check Conversion ("eCheck")**

Your check or information you convey to a third party can result in an electronic funds transfer. You can use an eCheck to:

- Purchase goods or pay for services and other bills.
- Authorize a merchant or service provider to convert your check into an electronic funds transfer.

**Transfer Limitations:** None.

**Fees:** None.

At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds and/or other fees. Paying such a fee electronically is an electronic funds transfer. Your authorization to make these types of electronic funds transfers may be expressed in writing, implied through the posting of a sign or your participation in the initiation of the processing of the transaction. This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.

### **Online Banking and Mobile Banking**

The Credit Union provides online and mobile banking services to members. You can use online and mobile banking to do the following:

#### **One-Time Funds Transfers**

Transfer funds between your Credit Union Accounts.

**Transfer Limitations:** None.

**Fees:** None.

#### **Text Message Banking**

Transfer funds between your Credit Union accounts using short message service ("SMS") text messaging.

**Transfer Limitations:** None.

**Fees:** None.

#### **Bill Pay**

Set up one-time or recurring bill payments to preauthorized creditors.

**Transfer Limitations:** \$9,999 in any 24-hour period.

**Fees:**

- Stop Payment Fee (per item): \$30
- Overnight Payment Fee (per item): \$14.95
- Same Day Payment Fee (per item): \$9.95

#### **Shared Access**

Set up a sub-user to transfer funds to and from your accounts at the Credit Union or schedule your bill payments.

**Transfer Limitations:** None.

**Fees:** None.

#### **Stop Payment on a Check**

Stop payment on a single check that has not been processed.

**Transfer Limitations:** None.

**Fees:** Stop Payment Fee (per item): \$30

#### **Add a Recipient (Internal Funds Transfers)**

By completing the Add a Recipient information, you can arrange to transfer funds from your accounts to the account(s) of other members within online banking and mobile banking.

**Transfer Limitations:** Transfer from Savings Account – six (6) per month. Transfer from Checking – None.

**Fees:** None.

**Account to Account Transfer (External Funds Transfers)**

Transfer funds between your Credit Union accounts and your other financial accounts using online and mobile banking.

**Transfer Limitations:** Transfer from Savings Account – six (6) per month. Transfer from Checking – None.

**Fees:** None.

**External Loan Pay**

Pay your eligible Credit Union loan payments from another financial institution through online and mobile banking by providing the routing number and checking/savings account number or your debit card from another financial institution.

**Transfer Limitations:** Payments cannot be made for an amount less than \$10 or greater than \$2,000. Payments cannot be more than two (2) times the normal payment.

**Fees:**

- Debit Card Convenience Fee (one-time transfers only) \$10
- ACH Convenience Fee (one-time transfers only) \$10
- Authorized Return Fee \$5
- Unauthorized Return Fee \$25

**Person-to-Person Payments (Popmoney®)**

Transfer funds between your Credit Union accounts and another person using online and mobile banking. Funds may be transferred to an account or mobile number.

**Transfer Limitations:** See Person-to-Person Payments (Popmoney®) Schedule below.

<b>Person-to-Person Payments (Popmoney®) *</b>					
<b>*Minimum Transaction Amount \$10</b>					
<b>Delivery Speed</b>	<b>Daily Limit</b>	<b>Daily Transaction Limit</b>	<b>Outstanding Limit</b>	<b>Monthly Limit</b>	<b>Monthly Transaction Limit</b>
Standard	\$2,000	15	\$5,000	\$10,000	30

**Scheduled Recurring Transfers**

Set up a recurring transfer to an account within online and mobile banking (examples: weekly, bi-weekly, monthly, etc.).

**Transfer Limitations:** None.

**Fees:** None.

**Remote Deposit Capture**

Use your mobile device to remotely deposit checks into your savings or checking accounts.

**Transfer Limitations:** See Remote Deposit Capture Deposit Limits Schedule below.

**Fees:** None.

<b>Remote Deposit Capture Deposit Limits Schedule</b>		
<b>Relationship Rewards Category</b>	<b>Daily Deposit Limit</b>	<b>Monthly Deposit Limit</b>
Standard	\$500	\$2,000
Bronze	\$2,000	\$5,000
Silver	\$3,000	\$7,000
Gold	\$6,000	\$10,000
Platinum	\$10,000	\$15,000



Use of online and mobile banking is subject to your acceptance and agreement to the eSign Consent and Online and Mobile Banking Agreement, and the use of any features or products is subject to your acceptance and agreement to any associated terms and conditions. We may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There may be limits to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

### **INSUFFICIENT FUNDS TRANSACTIONS**

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require the Credit Union to increase its required reserve on the account. If your account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions; or as overdraft requests, if you have an approved overdraft protection plan with us. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

### **ELECTRONIC PROCESSING**

Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective/posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for ensuring that your account(s) have sufficient balances as applicable for the scheduled payment/transaction one (1) business day prior to the date scheduled. If a payment is due on a Saturday, Sunday or Federal Reserve holiday, the payment will occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.

You may not make payments and/or transactions to a federal, state, or local governmental or tax unit, or pay child support or alimony, or make payments to other categories of payees that we establish from time to time using our electronic services.

### **AVAILABLE NETWORKS**

The following networks are available for electronic fund transfer: (1) Visa; (2) CO-OP; (3) Interlink; (4) Plus and (5) AFFN.

### **GENERAL RULES FOR YOUR ACCESS DEVICE**

You acknowledge and agree to the following (1) your access device is for personal, family or household purposes only; (2) you will not allow another person to use your access device; (3) you will not reveal you PIN to another person; (4) you will not write your PIN/password(s) on an access device; (5) you are responsible for all transactions made by you or anyone else who uses your access device with your knowledge and consent; (6) you are responsible for the unauthorized use of your access device to the full extent allowed by law; (7) any person other than yourself who uses your access device is responsible for all transactions they make and for all transactions made by others with their permission, without limiting your responsibility; (8) you will maintain your access device with maximum security; (9) you authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you; (10) you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your access device; (11) you will not obtain any access device(s) to make transactions on your accounts with us that is not issued or approved by us; (12) you must keep your share (savings) and share draft (checking) account open in order for your applicable electronic services to remain valid; and (13) you will return all access devices to us if you close your account, or upon our request.

You further agree that by acceptance or use of an access device, or other electronic funds transfer, the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.

## **OWNERSHIP OF ACCESS DEVICE**

Any access device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions if provided by us. The access device may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your access device or account to another person.

## **HONORING AN ACCESS DEVICE**

We do not promise everyone will honor your access device, and we have no obligation to you if anyone refuses to accept your access device. We are not liable if any merchant, bank, financial institution, or other party refuses to honor your access device or otherwise fails to provide any services made available to you by the Credit Union. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. Merchants and others who honor your access device may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account. The Credit Union is not liable for any claims you may have against a merchant, company, or other financial institution arising from use of an access device.

## **FOREIGN TRANSACTIONS**

Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of up to 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals, and credits to your account that may go through single or multi-currency conversions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S. and its Territories or the U.S. Virgin Islands. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add international processing fees to those transactions.

## **SECURITY OF ACCESS DEVICE**

You may use one or more access codes with your electronic fund transfers. The access codes issued to you are for security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. We may request this to be followed up in writing along with your oral instructions. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfers services immediately.

If your access device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an access device may be issued by us at the cost set forth in the current Fee Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.

You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute the unauthorized use of any access device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.

## **JOINT ACCOUNTS**

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized signers, shall be bound by this Agreement and, alone and together, shall be responsible for all electronic fund transfers to or from any savings and checking or loan accounts

as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any electronic fund transfer on any account from any joint account owner.

An access device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and bylaws of the Credit Union. Only one debit card may be issued to each member or joint owner on an account.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

Tell us AT ONCE if you believe your access device has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You are responsible for all electronic transactions you authorize. If you permit other persons to use an electronic funds transfer service, your card or access device, your PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

If you link any of your accounts or services to a third-party application or payment service (including but not limited to Cash App, PayPal®, Zelle® or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the application or service provider. You understand that these applications and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the application or third-party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the application or provider then transfers the funds to a fraudster or the funds are otherwise misapplied.

For electronic transactions that require the use of a PIN or access code (except for Visa debit card purchases), if you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, Tell us AT ONCE. If you do not tell us within sixty (60) calendar days after the statement was mailed to you showing the first unauthorized transfer, you may not get back any money lost after the sixty (60) calendar days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact the Credit Union at 1.800.763.8600 or 803.469.8600 or write us at SAFE Federal Credit Union, P.O. Box 2008, Sumter, SC 29151.

### **ZERO LIABILITY POLICY FOR VISA DEBIT CARD PURCHASES**

If there is an unauthorized Visa debit card purchase, and the transaction takes place on the Visa network, then your liability will be zero (\$0). This provision limiting your liability does not apply to either Visa commercial (business) cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0) liability limit, to the extent allowed under applicable law, if: (1) we determine the unauthorized transaction was a result of gross negligence or fraud on your part; (2) you fail to provide us with a statement or affidavit of your claim within the time requested; (3) we determine the transaction was not "unauthorized" as defined below; or (4) you fail to report the loss, theft, or unauthorized use of your debit card or card number within a reasonable period of time. A reasonable period of time will be determined by the Credit Union in its sole discretion, but in no event will it be shorter than the time periods stated in the Error Resolution Section below. A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (1) you furnish the card, card

number, or other identifying information to another person and give that person express or implied authority to perform one or more transactions and the person then exceeds that authority; or (2) for any other reason the Credit Union concludes the facts and circumstances do not reasonably support a claim of unauthorized use. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was mailed to you.

### **REPORTING A LOST CARD, ACCESS DEVICE, ACCESS CODE OR PIN**

If you believe that any access device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union at 1.800.763.8600 or 803.469.8600 or write us at SAFE Federal Credit Union, P.O. Box 2008, Sumter, SC 29151. If you recover your access device after you have notified us, do not use it.

### **DOCUMENTATION OF TRANSFERS**

#### **Terminal Receipts**

You may get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or debit card transaction with a participating merchant. Merchants are not required to provide a receipt for electronic fund transfers of \$25 or less at unattended cardholder-activated terminals, excluding Automated Fuel Dispenser transactions.

#### **Preauthorized Deposits**

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling us at 1.800.763.8600 or 803.469.8600. This does not apply to transactions occurring outside the United States.

### **PRIVACY OF ACCOUNT INFORMATION DISCLOSURE**

We will disclose information to third parties about your account or the transfers you make (1) as necessary to complete transfers; (2) to verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; (3) to comply with government agency or court orders; (4) as otherwise required or permitted by law or government regulation; (5) if you give us your written permission; and (6) as stated in our Privacy Notice.

### **BUSINESS DAY DISCLOSURE**

Our business days are Monday through Thursday from 9:00 a.m. to 5:00 p.m. Eastern Standard Time ("EST"), and on Friday from 9:00 a.m. to 6:00 p.m. EST, excluding Federal Reserve holidays. Our night depository is available at 9:00 a.m. EST on Business Days. ATM deposits made after 10:00 a.m. EST will not be available until after 10:00 a.m. EST the next business day we are open. All other deposits made at our branch night depositories after 5:00 p.m. EST or on a day we are not open will be processed on the next business day we are open. We may switch from one business day to the next business day before the end of the calendar day.

### **CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages if (1) Through no fault of ours, there is not enough money in your account(s) to complete the transaction; (2) Any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure; (3) The transaction involves a loan request exceeding your credit limit; (4) You used your access device or access code in an incorrect manner; (5) If the ATM where you are making the transfer does not have enough cash; (6) The ATM was not working properly and you knew about the problem when you started the transaction; (7) Circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction; (8) The money in your account is subject to legal process or other claim; (9) The funds in your account are pledged as collateral or frozen because of a delinquent loan; (10) The error was caused by a system of any participating ATM network; (11) The electronic transfer is not completed as a result of your willful or negligent use of your access device or any facility for making such transfers; (12) The telephone or computer equipment you use to conduct audio response or electronic transactions is not working properly and you know or should

have known about the breakdown when you started the transaction; or (14) Any other exceptions as established by the Credit Union.

For Bill Pay, we can only confirm the amount, the participating merchant and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.

### **CHANGE IN TERMS**

If required by law to provide notice to you of a change to the terms of this Agreement, we will mail or deliver a written notice to you at the address on record at the Credit Union, or electronically if we have obtained your consent, at least twenty-one (21) days before the effective date of the change in a term or condition if the change. If an immediate change in terms or conditions is necessary to maintain or restore the security of the electronic funds transfer system or account, we may not provide prior notice. However, if the change will be permanent, a written notice of the change will be sent on or with the next regularly scheduled periodic statement or within thirty (30) days, unless disclosures would jeopardize the security of the system or account.

### **ERROR RESOLUTION**

In case of errors or questions about electronic transfers, telephone us at the following number(s) or send us a written notice to the following address as soon as you can.

**Call:** 1.800.763.8600 or 803.469.8600; or

**Write to:** SAFE Federal Credit Union, P.O. Box 2008, Sumter, SC 29151.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain as clearly as you can why you believe the Credit Union has made 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question for ATM transactions made within the United States and up to ninety (90) days to investigate your complaint or question for new accounts, foreign initiated transactions, and point-of-sale transactions. If we decide to do this, we will credit your account within ten (10) business days of receiving the error notice, minus a maximum of \$50, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error, minus a maximum of \$50. We may also take up to ninety (90) days, unless required by law, to investigate your complaint or question on a new account. For purposes of this section, a "new account" is an account that has been opened thirty (30) calendar days or less.

If we ask you to put your complaint in writing, and we do not receive it within then (10) business days, we may not credit your account and you will not have use of the money during the time it takes us to complete our investigation.

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

### **Special Rules for Provisional Credit for Visa® Check Card Transactions**

If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days for the amount you think is in error so

that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not recredit your account, or we may reverse any credit previously made to your account until we have received it. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

### **TERMINATION OF ELECTRONIC FUND TRANSFER SERVICES**

You may terminate this Agreement or any electronic fund transfer service under this Agreement at any time by notifying us in writing and stopping your use of your access device. You must return all access devices to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked.

The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any access device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any electronic funds transfer service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic fund transfers made prior to termination.

### **CANCELLATION OF ACCESS DEVICE**

You may cancel your access device at any time by notifying the Credit Union in writing and no longer using it. Canceling your access device will not affect your obligations under this Agreement. Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as a result of insufficient or uncollected funds on an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- You become delinquent on any loan with the Credit Union.
- Forced closure of a share or share draft account at the Credit Union due to misuse.
- Special balance requirements, if any, are not maintained by you.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

### **PREAUTHORIZED TRANSFER STOP PAYMENT**

If you have preauthorized the Credit Union to make payments to persons or companies other than the Credit Union, you can stop these payments by contacting us at 1.800.763.8600 or 803.469.8600 or by visiting one of our branch locations. If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) calendar days after your call. The Membership, Account, and Account Services Agreement contains additional details for Stop Payment Orders.

If the preauthorized payments vary in amount, then the person or company you are going to pay will notify you ten (10) calendar days before each such payment is due and how much it will be.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **STOP PAYMENT ORDERS**

#### **eCheck**

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

## **Other Transactions**

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

The Credit Union cannot stop payment on any debit card POS transaction.

## **RIGHT TO DOCUMENTATION**

### **Terminal Transactions**

You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal. Exception as applicable: No receipt will be provided for any unattended cardholder-activated terminal-based transaction, excluding Automated Fuel Dispenser transactions, that is \$25 or less.

### **Direct Deposits**

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call, use online banking, or write us to find out whether a deposit has been made.

### **Periodic Statements**

Electronic fund transfers will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

## **GOVERNING LAW**

This Agreement is governed by the bylaws of the Credit Union, applicable federal laws, and regulations, applicable laws, and regulations of the state of South Carolina and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## **ENFORCEMENT**

You are liable to us for any loss, cost, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

## **MAKING ATM TRANSACTIONS**

Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of an ATM not owned by the Credit Union.

**The Credit Union does not accept deposits at ATM facilities not owned by the credit union.**

## **ATM SAFETY PRECAUTIONS**

When using any ATM, other electronic terminals or devices to complete any transaction contemplated by this Agreement; you agree to use caution and that the Credit Union shall have no responsibility to you or any user or be liable for any personal injury or property damage, which may occur as a result of any act before, during, after a transaction or other visit to any ATM, or other electronic terminal location. You or any user assume the risks associated with nighttime use of any ATM, other electronic terminal locations, or other electronic banking devices. The Credit Union reserves the right to add or remove ATMs, other electronic terminal locations, or other electronic banking devices as it deems necessary.



The Credit Union shall not be responsible for the use or the condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.

As with all financial transactions, please exercise discretion and be careful when using an ATM or night deposit facility, including exercising the following safety precautions (1) Prepare for your transactions at home to minimize your time at the ATM or night deposit facility; (2) Mark each transaction in your account record, but not while at the ATM or night deposit facility; (3) Do not leave behind your card or documents; (4) Protect the secrecy of your PIN, for example, by shielding it from view with your hand or body and by making it difficult for others to guess or memorize; (5) When you make a transaction, be aware of your surroundings and look out for suspicious activity; (6) At night, be sure that the facility (including the parking area and walkways) is well lighted; Have someone accompany you, especially after sunset; (7) If you observe any problem, go to another ATM or night deposit facility; (8) Do not accept assistance from anyone you do not know when using an ATM or night deposit facility; (9) Avoid displaying cash for others to view; (10) At a drive-through facility, lock your doors and roll up windows you are not using, and keep your engine running; and (11) Immediately report all crimes to the operator of the ATM or night drop facility and to local law enforcement officials.

### **VISA ACCOUNT UPDATER (“VAU”)**

VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please contact us at 1.800.763.8600 or visit a local branch.

### **CONTACT NUMBERS AND ADDRESSES**

Whenever possible, please contact us by telephone to report unauthorized transfers or request stop payments. Contacting us by these methods is the quickest way for us to comply with your requests.

**Call:** 1.800.763.8600 or 803.469.8600.

**Online:** If you are enrolled in our online and mobile banking platform, you may send us a message through Secure Support.

**Write to:** SAFE Federal Credit Union, Member Service Center, P.O. Box 2008, Sumter, SC 29151-2008



# Truth-In-Savings Disclosures and Additional Account Terms and Conditions

Except as specifically described otherwise herein, the following Truth-in-Savings Disclosures and other terms, conditions and disclosures apply to all checking, money market, savings and share certificate accounts ("accounts") at SAFE Federal Credit Union ("Credit Union"). The fees and charges that apply to your accounts are set forth on the separate Fee Schedule, which may be amended from time to time.

As a condition of your membership at the Credit Union and to open an account here, you must deposit and maintain on deposit the par value of one (1) share in the amount of \$5.00 in a regular savings account. If your account falls below the minimum opening balance requirement, your account will be closed in accordance with the bylaws.

## REGULAR SAVINGS ACCOUNTS

**Rate Information.** The dividend rate and annual percentage yield may change every quarter. The Credit Union may change the dividend rate for your savings account as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded and credited quarterly.

**Dividend Period.** The dividend period is quarterly. For 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for this example is March 31. If you close your savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed.

**Minimum Deposit Requirements.** The minimum deposit required to open a savings account is \$5.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation 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 is the quarterly statement cycle.

**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** During any month, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic or computer transfer, telephonic order or instruction or similar order to a third party. Transfers for the purpose of repaying loans and associated expenses at the same Credit Union within your account do not fall within this rule. If you exceed the transfer limitation set forth above, your account will be subject to closure by the Credit Union.

## REGULAR CHECKING ACCOUNTS

**Rate Information.** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your checking account as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your checking account before dividends are paid, you will not receive the accrued dividends.

**Minimum Deposit Requirements.** The minimum deposit suggested to open this account is \$25.00. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation 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 is the monthly statement cycle.

**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** No transaction limitations apply to this account, unless otherwise stated in this Truth-in-Savings Disclosures.

### FLEXIBLE SAVINGS ACCOUNTS

**Rate Information.** The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded daily. Dividends will be credited every month.

**Dividend Period.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed.

**Minimum Balance Requirements.** The minimum deposit required to open this account is \$1.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.

**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 Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** No transaction limitations apply to this account, unless otherwise stated in this Truth-in-Savings Disclosures. Flexible savings accounts allow one (1) free withdrawal per month. There will be a fee assessed for subsequent withdrawals as set forth on the Fee Schedule.

### HOLIDAY CLUB SAVINGS (SHARE) ACCOUNTS

**Rate Information.** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your club account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements.** The minimum deposit required to open this account is \$1.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation 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 by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** During any month, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer or telephonic order of instruction. If you exceed the transfer limitation, this account will be subject to closure by the Credit Union.

### **MONEY CIRCUS SAVINGS ACCOUNTS**

(For members between the ages of birth - 12)

**Special Rules.** At thirteen (13) years of age, the account automatically converts to a Y-Account.

**Rate Information.** The dividend rate and annual percentage yield may change every quarter. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded quarterly. Dividends will be credited to your account every quarter.

**Dividend Period.** The dividend period is quarterly. For 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for this example is March 31. If you close your savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed.

**Minimum Balance Requirements.** The minimum deposit required to open this account is \$5.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation 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 is the quarterly statement cycle.

**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. (Transfers for the purpose of repaying loans and associated expense at this Credit Union and within your account do not fall within this rule.) If you exceed the transfer limitation set forth above, your account will be subject to closure.

### **Y-ACCOUNTS (SAVINGS AND CHECKING)**

(For members between the ages of 13 - 17)

**Special Rules.** Y-Account for minors ages 13 -14 require a parent or legal guardian as a joint owner. At eighteen (18) years of age, the account automatically converts to a U29 Account.

**Rate Information.**

- **Savings.** The dividend rate and annual percentage yield may change every quarter. We may change the dividend rate for your savings account as determined by the Credit Union's Board of Directors.

- **Checking.** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your savings account as determined by the Credit Union's Board of Directors.

### **Compounding and Crediting.**

- **Savings.** Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.
- **Checking.** Dividends will be compounded every month. Dividends will be credited to your account every month.

### **Dividend Period.**

- **Savings.** The dividend period is quarterly. For 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for this example is March 31. If you close your savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed.
- **Checking.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your checking account before dividends are paid, you will not receive the accrued dividends.

### **Minimum Balance Requirements.**

- **Savings.** The minimum deposit required to open a savings account is \$5.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.
- **Checking.** The minimum deposit suggested to open this account is \$25.00. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

### **Average Daily Balance Computation Method.**

- **Savings.** 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 is the quarterly statement cycle.
- **Checking.** 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 is the monthly statement cycle.

**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

### **Transaction Limitations.**

- **Shares.** During any month, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. Transfers for the purpose of repaying loans and associated expenses at the same Credit Union within your account do not fall within this rule. If you exceed the transfer limitation set forth above, your account will be subject to closure by the Credit Union.
- **Checking.** No transaction limitations apply to this account, unless otherwise stated in this Truth-in-Savings Disclosures.

## **U29 ACCOUNTS (SAVINGS AND CHECKING)**

(For members between the ages of 18 - 29)

**Special Rules.** At thirty (30) years of age, the account automatically converts to a Regular Savings or Regular Checking account.

### **Rate Information.**

- **Savings.** The dividend rate and annual percentage yield may change every quarter. We may change the dividend rate for your savings account as determined by the Credit Union's Board of Directors.
- **Checking.** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your savings account as determined by the Credit Union's Board of Directors.

### **Compounding and Crediting.**

- **Savings.** Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.
- **Checking.** Dividends will be compounded and credited to your account every month.

### **Dividend Period.**

- **Savings.** The dividend period is quarterly. For 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for this example is March 31. If you close your savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed.
- **Checking.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your checking account before dividends are paid, you will not receive the accrued dividends.

### **Minimum Balance Requirements.**

- **Savings.** The minimum deposit required to open a savings account is \$5.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.
- **Checking.** The minimum deposit suggested to open this account is \$25.00. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

### **Average Daily Balance Computation Method.**

- **Savings.** 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 is the quarterly statement cycle.
- **Checking.** 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 is the monthly statement cycle.

**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

### **Transaction Limitations.**

- **Savings.** During any month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. Transfers for the purpose of repaying loans and associated expenses at the same credit union within your account do not fall within this rule. If you exceed the transfer limitation set forth above, your account will be subject to closure by the credit union.
- **Checking.** No transaction limitations apply to this account, unless otherwise stated in this Truth-in-Savings Disclosures.

## **MONEY MARKET CHECKING ACCOUNTS**

**Rate Information.** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your money market account as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend Period.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your money market checking account before dividends are paid, you will receive the accrued dividends through the date the account is closed.

**Minimum Balance Requirements.** The minimum deposit required to open this account is \$2,000.00. You must maintain a minimum average daily balance of \$2,000.00 in your account to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation 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 then divide by the number of days in the period. The period we use is the monthly statement cycle.**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** No transaction limitations apply to this account. Money Market accounts allow six (6) free withdrawals per month. There will be a fee assessed for subsequent withdrawals as set forth on the Fee Schedule. Withdrawals include debits made by Automated Clearing House (ACH), checks written by the member, checks requested in-person or by phone, withdrawals performed in-person, or transfer. Withdrawal limitation does not apply to overdraft transfers or loan payments made to other Credit Union accounts.

## **INDIVIDUAL RETIRMENT ACCOUNT (IRA) ACCUMULATOR SAVINGS ACCOUNTS**

**Rate Information.** The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded daily. Dividends will be credited every month.

**Dividend Period.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your IRA accumulator savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed. Account may incur additional penalties imposed by the Internal Revenue Service ("IRS").

**Minimum Balance Requirements.** The minimum deposit required to open this account is \$1.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.

**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 Non-Cash Deposits.** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

**Transaction Limitations.** You may not make any withdrawals or transfers to another Credit Union account or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. See your plan disclosure if this account is part of an IRA or other tax qualified plan. The Credit Union will not govern eligibility of withdrawals or deposits.

## **COVERDELL EDUCATION SAVINGS ACCOUNTS**

**Rate Information.** The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.

**Compounding and Crediting.** Dividends will be compounded daily. Dividends will be credited every month.

**Dividend Period.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your Coverdell education savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed. Account may incur additional penalties imposed by the IRS.

**Minimum Balance Requirements.** The minimum deposit required to open this account is \$1.00. You must maintain a minimum daily balance of \$0.01 in this account each day to obtain the disclosed annual percentage yield.

**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 Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** You may not make any withdrawals or transfers to another Credit Union account or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. See your plan disclosure if this account is part of an IRA or other tax qualified plan. The Credit Union will not govern eligibility of withdrawals or deposits.

## HEALTH SAVINGS ACCOUNTS

Health Savings Accounts (HSA) are accounts established with a written agreement and used to accumulate savings to pay for health care expenses. HSA accounts are available in shares or checking. You also understand that the IRS limits use of this account to qualified medical expenses and that any non-qualified expenditures must be reported to the IRS. Maximum contribution limits are determined by the IRS each year. Seek tax advice for tax advantages to this type of account.

**Rate Information.** The dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors.

### **Compounding and Crediting.**

- **Savings.** Dividends will be compounded quarterly. Dividends will be credited to your account quarterly.
- **Checking.** Dividends will be compounded daily. Dividends will be credited to your account every month.

### **Dividend Period.**

- **Savings.** The dividend period is quarterly. For 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for this example is March 31. If you close your savings account before dividends are paid, you will receive the accrued dividends through the date the account is closed.
- **Checking.** The dividend period is monthly. For 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 is the last day of the dividend period and for this example is January 31. If you close your checking account before dividends are paid, you will not receive the accrued dividends.

### **Minimum Balance Requirements.**

- **Savings.** There is no minimum deposit required to open this account. You must maintain a minimum average daily balance of \$0.01 in your HSA savings account to obtain the disclosed annual percentage yield.
- **Checking.** There is no minimum deposit required to open this account. You must maintain a minimum average daily balance of \$500.00 in your HSA checking account to obtain the disclosed annual percentage yield.

**Average Daily Balance Computation 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 is the monthly statement cycle.

**Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on non-cash deposits (for example, checks) on the business day you make the deposit to your account.

**Transaction Limitations.** Amount contributed into this account is determined by you. The Credit Union will not govern eligibility of withdrawals or deposits. Transactions may be suspended in the event this account goes in default of the agreement. We may deduct or offset from other accounts or suffixes you have a right of withdrawal to, in order to bring this account current.

## SHARE CERTIFICATE ACCOUNTS

Except as specifically described otherwise herein the following terms, conditions and disclosures apply to all share certificates at SAFE Federal Credit Union.

**Dividend Rate Information.** The method by which dividends are paid, the dividend rate and the annual percentage yield are set forth in the Rate Schedule. The rates stated on the Rate Schedule at account opening will be paid until the first maturity date. The annual percentage yield is the 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 current rate information, please call SAFE Federal Credit Union at 803.469.8600. The annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. Withdrawal of dividends will reduce earnings.

**Nature of Dividends.** Dividends are paid from current income and are dependent on available earnings after required transfers to reserves at the end of the dividend period. The dividend rate is determined by the SAFE Federal Credit Union's Board of Directors and SAFE Federal Credit Union reserves the right to change dividend rates at any time.

**Dividend Period.** For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

**Maturity Date.** The maturity date for each certificate is stated on the share certificate.

**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.

**Dividend Compounding and Crediting.** Dividends will be compounded in each account as set forth in the Rate Schedule. Dividends for all share certificates are credited monthly. You may choose to have dividends paid to you or to another account or suffix rather than credited to this share certificate account. If you close your share certificate before dividends are credited, accrued dividends will be paid.

**Accrual of Dividends.** For all accounts, dividends begin to accrue on the business day you deposit cash or non-cash items (for example, checks) to your share certificate, regardless of the availability of funds.

**Minimum Balance Requirements.** The minimum deposit required to open and maintain each share certificate is stated in the Rate Schedule. You must maintain these minimum balances in your account each day to obtain the annual percentage yield applicable to your account.

**Transaction Limitations.** For all share certificates, you may not make deposits to the account prior to maturity. Deposits may be made during the ten calendar (10) day grace period after the date of maturity. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. Withdrawal minimum is \$100.00, except at closing. You may withdraw credited dividends on or after the normal crediting dates.

**Early Withdrawal Penalties.** SAFE Federal Credit Union may impose a penalty if you withdraw any of the principal of your share certificate before the maturity date. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends has been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from

the principal. Penalties for early withdrawal do not apply to Easy Street share certificates if the withdrawal is for medical expenses.

- **Investment Share Certificate Penalty.** The penalty is ninety (90) days dividends on the principal amount withdrawn.
- **Money Market Share Certificate Penalty.** The penalty is thirty (30) days dividends on the principal amount withdrawn.
- **IRA Certificate Penalty.** The penalty is ninety (90) days dividends on the principal amount withdrawn. Certificate may incur additional penalties imposed by the IRS.
- **Money Circus Certificate Penalty.** The penalty is ninety (90) days dividends on the principal amount withdrawn.
- **Y-Account Certificate Penalty.** The penalty is ninety (90) days dividends on the principal amount withdrawn.
- **U29 Account Certificate Penalty.** The penalty is ninety (90) days dividends on the principal amount withdrawn.
- **Easy Street Certificate Penalty.** The penalty is ninety (90) days dividends on the principal amount withdrawn.

In certain cases, when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction, we may waive the early withdrawal penalty. However, in accordance with Federal Reserve Regulation D, withdrawals made within the first six (6) days of the establishment of all new share certificates are subject to a seven (7) day early withdrawal dividend penalty, even if such penalty invades the principal balance of the share certificate.

**Withdrawal of Dividends Before Maturity.** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce dividend earnings.

**Renewal Policy and Grace Period.** All share certificates will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity or we receive written notice from you within the grace period mentioned below. We can prevent renewal if we mail notice to you at least thirty (30) calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same offered on a new term share account on the maturity date that has the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without an early withdrawal penalty charge.

**Notice of Maturity.** For share certificates that automatically renew, notices are mailed at least thirty (30) days prior to maturity.

**Non-Transferable/Non-Negotiable.** Your account is non-transferable and non-negotiable. Funds in your account may not be pledged to secure any obligation of an owner, except obligations to SAFE Federal Credit Union.

**Deposit accounts are federally insured by the National Credit Union Administration, a U.S. Government Agency.**

# Funds Availability Policy Disclosure

## FUNDS AVAILABILITY IN GENERAL

This Funds Availability Policy Disclosure (“Disclosure”) applies to all “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. A checking account is the most common type of transaction account. In this Disclosure, the terms “you” and “your” refer to all account holders and owners. The terms “Credit Union,” “we,” “us” or “our” refer to SAFE Federal Credit Union.

The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those contained in this Disclosure.

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash, and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Please remember that even after the item has “cleared,” we have made funds available to you and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

## DETERMINING THE AVAILABILITY OF A DEPOSIT - ALL ACCOUNTS

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal Reserve holidays. If you make a deposit before our cut-off hour or on a day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**We have different cut-off hours for different locations. The earliest cut-off hour that might apply is 4:00 p.m. The earliest cut-off hour that might apply for deposits made at an automated teller machine (“ATM”) that we own or operate is 10:00 a.m. Eastern Standard Time (“EST”). If you make a deposit at an ATM before 10:00 a.m. (local time, at the ATM location) on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM on or after 10:00 a.m. (local time, at the ATM location) or on a day we are not open, we will consider the deposit to be made on the next business day we are open.**

A deposit you send by mail is considered deposited on the business day it arrives if it arrives by the cut-off time at the location of deposit. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

## IMMEDIATE AVAILABILITY FOR CERTAIN ITEMS

The following types of deposits will usually be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours).
- Electronic direct deposits.
- Wire transfers.
- The first \$225 or such greater amount as required by annual adjustments to Regulation CC from the aggregate of all other deposits made on any given day (checking accounts only).

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$225 availability is subject to the rule in the section titled **Longer Delays May Apply**.

## **ACH Transfers**

If you initiate an automated clearing house (“ACH”) transfer from your account at another institution to your Credit Union account (“ACH debit transfers”), the funds will be available on the first business day after the day we receive the deposit, at which time you may withdraw the funds in cash and will be used to pay checks you have written.

## **IMMEDIATE AVAILABILITY FOR MOST OTHER ITEMS**

Our general availability policy for items not listed in the prior section is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day’s deposits available for withdrawal immediately. In some cases, we may delay your ability to withdraw funds beyond the first business day. Then, the funds will generally be available by the second business day after the day of deposit. See the previous section for the types and amounts of deposits that are available immediately.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

### **Our Machines**

If you make a deposit at an ATM identified as ours, your deposit will generally be available on the first business day after deposit.

## **LONGER DELAYS MAY APPLY**

### **Case-by-Case Holds**

In some cases, we will not make all of the funds that you deposit by check available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 (or such greater amount as required by annual adjustments to Regulation CC) of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit; or soon after as reasonably practical. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take action after you have left the premises, we will send you a notice by the 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.

### **Exception Holds**

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 or such greater amount as allowed by annual adjustments to Regulation CC on any one day.
- You redeposit a check that has been returned unpaid.
- One or more of your accounts has been overdrawn repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or 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. Funds will generally be available no later than the seventh business day after the day of your deposit.

## **SPECIAL RULES FOR NEW ACCOUNTS**

The following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits and deposits of cash and wire transfers will be available on the day we receive the deposit. The first \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day’s total deposits of cashier, certified, teller, on-us checks (checks drawn

on the Credit Union), United States Postal Money Orders, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the ninth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than nine (9) business days. For example, if we receive a check that falls within the Exception Holds description above, we may delay funds for more than nine (9) business days. If we do, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

### **CASHING CHECKS**

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.

### **OTHER ACCOUNTS**

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 day the deposited item would have been available, which will usually be the first business day after the day of deposit.

### **FOREIGN CHECKS**

Checks drawn on financial institutions located outside the United States ("U.S.") ("foreign checks") cannot be processed in the same manner as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which those funds are drawn. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available as set forth herein.

### **SPECIAL RULES FOR TIME PERIOD ADJUSTMENT FOR WITHDRAWALS BY CASH OR SIMILAR MEANS**

The Credit Union reserves the right to extend by one (1) business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$450 or such greater amounts as required by annual adjustments to Regulation CC will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.



# Privacy Notice

## FACTS

### WHAT DOES SAFE FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

## Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

## What?

The types of personal information we collect, and share depend on the product or service you have with us. This information can include:

- Social Security Number
- Income
- Member Account Number, Account Balance and Payment History
- Account Transactions and Checking Account Information
- Address
- Birthday
- Beacon Score
- Contact Information (i.e., email and phone number)

When you are no longer a member, we continue to share your information as described in this notice.

## How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share your personal information; the reasons SAFE Federal Credit Union chooses to share; and whether you can limit this sharing.



Reasons we can share your personal information	Does SAFE Federal Credit Union share?	Can you limit this sharing?
<p><b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</p>	YES	NO
<p><b>For our marketing purposes—</b> to offer our products and services to you</p>	YES	YES
<p><b>For joint marketing with other financial companies</b></p>	YES	YES
<p><b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences</p>	NO	NO
<p><b>For our affiliates' everyday business purposes—</b> information about your creditworthiness</p>	NO	NO
<p><b>For our affiliates to market to you</b></p>	YES	YES
<p><b>For nonaffiliates to market to you</b></p>	NO	NO

## To limit our sharing

- Call the Member Service Center at 1.800.763.8600 or 1.803.469.8600
- Visit us online: [www.safefed.org](http://www.safefed.org)

**Please note:**

If you are a new member, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are no longer a member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

## Questions?

Call 1.800.763.8600 or 1.803.469.8600 or go to [www.safefed.org](http://www.safefed.org).

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *SAFE Federal Credit Union has no affiliates.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Our nonaffiliates include fraud monitoring service*

### Joint Marketing

Formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include investment, insurance and other financial service companies.*

## What we do

How does SAFE Federal Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings. SAFE Federal Credit Union regularly tests and evaluates its information security measures, systematically trains employees, and adopts upgrades and enhancements as necessary to protect your information.

How does SAFE Federal Credit Union collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your debit or credit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account, I hold jointly with someone else?

Your choices will apply to everyone on your account.





Bishopville  
1.803.484.3537

Camden  
1.803.425.8600

Columbia Area  
1.803.796.7782

Florence  
1.843.661.5920

Lexington  
1.803.359.3277

Manning  
1.803.435.0089

Sumter/Shaw  
1.803.469.8600

All other areas  
1.800.763.8600

**SAFE Federal Credit Union**  
P.O. Box 2008  
Sumter, SC 29151-2008

**[SAFEfed.org](https://www.safe.org)**



## **Addendum to Membership, Account, and Account Services Agreement – Electronic Funds Transfer Agreement and Disclosure**

Effective August 1, 2022, SAFE Federal Credit Union is no longer offering the Relationship Rewards Program. As a result, the Electronic Funds Transfer Agreement and Disclosure has been updated to remove this language.