

DOVER-PHILA FEDERAL CREDIT UNION

MEMBERSHIP AND ACCOUNT AGREEMENT

TERMS AND CONDITIONS

ELECTRONIC TRANSFERS

FUNDS AVAILABILITY

TRUTH IN SAVINGS

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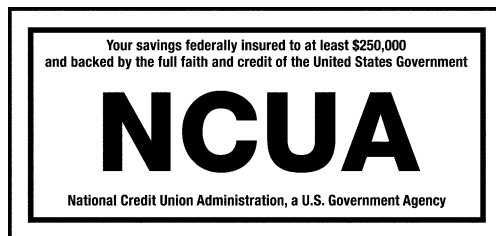


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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning accounts Dover-Phila Federal Credit Union (the Credit Union) offers. In this Agreement, the words **you** and **yours** mean anyone who signs the Master Membership Application. The words **we**, **us**, and **our** mean the Credit Union. The word **account** means any one or more share or other accounts you have with the Credit Union. Your account type(s) and ownership features are designated on your Master Membership Application. By signing the Master Membership Application, each of you, jointly and severally, agree to the terms and conditions in this Agreement and the Master Membership Application, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, and any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

TOTAL LOAN ACCOUNT - If the box, "TOTAL LOAN ACCOUNT" on your membership application is checked, you are applying for a permanent loan agreement credit plan and agree to all terms and conditions of the plan and acknowledge receipt of a copy of the plan. Once approved, this plan enables you to request a loan advance (subject to credit approval) today or in the future by mail, phone, fax, e-mail or any other method we offer.

MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements including purchase and maintenance of minimum required share(s) ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. Members with an unacceptable history with ChexSystems may not be eligible to open or maintain an account. Members with an unacceptable credit record or history of writing "non-sufficient funds" checks may not be eligible to open or maintain an account.

INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

JOINT ACCOUNTS - An account owned by two or more persons is a joint account.

- Rights of Survivorship.** Unless otherwise stated on the Account card and/or Membership Application, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to any lien or right of setoff the Credit Union may have for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
- Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.
- Joint Account Owner Liability.** If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed the funds in the account.

POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees with rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to

inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners. The minor account holder's tax identification number must be shown on the Master Membership Application.

TRANSFERS TO MINORS ACCOUNT - A Transfers to Minors Account (OTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

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

DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with any requirements set forth on the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. The Credit Union reserves the right to refuse or to return any deposit. All accounts are non-assignable and non-negotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated herein by reference.

1. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check between the top edge of the check and 1 inch from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
2. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You authorize the representment of returned items without notice. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.
3. **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.
4. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
5. **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
6. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

ACCOUNT ACCESS

1. **Authorized Signature.** Your signature on the Account Card and/or the Master Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.
2. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

3. **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care if paying an item solely because our procedures do not provide for sight examination of items.
4. **ACH & Wire Transfers.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the credit union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

ELECTRONIC CHECK TRANSACTIONS

1. **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of any electronic check conversion from your checking account just the same as a regular written check.
2. **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re-presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the same terms of the Electronic Funds Transfer Agreement and Disclosure. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15 day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order if the item is otherwise ineligible for collection.

ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

TRANSACTION LIMITATIONS

1. **Understanding Your Account Balance.** Your Checking account has two kinds of balances: the actual balance and the available balance.
Actual Balance - Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.
Available Balance - Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds, minimum balance requirements, or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. You may check your available balance online, mobile banking or by calling a branch.
2. **Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure.

We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

3. **Transfer Limitations.** You may make unlimited transfers to any of your accounts.

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

OVERDRAFTS

1. **Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The credit union's determination of an insufficient available account balance may be made at any time between presentation and the credit union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. We may charge you an NSF fee each time an item is submitted to us for payment from your account when at the time of presentment your account does not have sufficient available funds or when we return, reverse, or decline to pay an item for any other reason authorized by the terms and conditions governing your account. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft policy.
2. **Order of Payments.** Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and executive other transactions on your account in any order we choose. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.
3. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule.
4. **Overdraft Privilege Policy (A Discretionary Overdraft Service).** It is the policy of Dover-Phila Federal Credit Union (the credit union, "we", "us", or "our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (overdraft/negative) balance may result from: (A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate; (B) Payments authorized by you; (C) The return, unpaid, of items deposited by you; (D) Charging your account for our applicable service charges and fees; (E) The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available" or "finally paid."

We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, all non-sufficient funds items that you may have, if your "eligible account type" has been open for at least (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices. (B) You are not in on any loan obligation to us, (C) We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand, and (D) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien, we will consider, without obligation on our part, approving your reasonable overdrafts.

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

- a. **Ineligible Accounts and Limitations.** Savings Type Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Student Minor Accounts, and Other Minor Accounts (not of legal age) are not eligible. We may limit the number of accounts eligible for Overdraft Privilege Service to one account per household and/or one account per taxpayer ID.
- b. **Eligible Account Types.** Dover-Phila Federal Credit Union Checking accounts are eligible for the Overdraft Privilege.
- c. **Eligible Transaction Types.** Each transaction/item initiated for payment against your checking account(s) may be processed by us using your assigned Overdraft Privilege Service limit, including without limitation: Checks, ACH, Electronic Items, and Debit Card/Check Card, Internet/Online transactions and Telephone transactions.
- d. **Optional Overdraft Protection Services.** You may apply for overdraft protection from a designated asset account. If you qualify for this service, you may save money on the fees/charges you pay us for overdraft protection.
- e. **Member Opt-Out.** You may choose at any time not to participate in our Overdraft Privilege Service by notifying one of our member service representatives.

- f. **If You Need Help.** Of course, overdrafts should never be used to finance ordinary or routine expenses -and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations please contact a member service representative at (330) 364-8874.
- g. **Always a Discretionary Service.** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of ours or by us. This service represents a purely discretionary privilege or courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time; without prior notice or reason or cause.

POSTDATED AND STALEDATED DRAFTS - You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

STOP PAYMENT ORDERS

1. **Stop Payment Order Request.** You may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
2. **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed for additional six (6) month period by requesting in writing that the stop payment order be renewed within a period which the stop payment order is effective. We do not have to notify you when a stop payment order expires.
3. **Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

CHECKS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment.

REMOTELY CREATED CHECKS - For purposes of this paragraph "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third-party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone, or through on-line communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account you may not later revoke your authorization. It is your responsibility to resolve any authorization issued directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.

PLEDGE/STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending upon whether we have a federal or state charger, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

You pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual

Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

COSTS, EXPENSES AND ATTORNEYS' FEES - 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 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 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 Agreement or otherwise; or as provided in this subsection, including but not limited to costs or 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 to pay all costs of collecting the amount you owe under this Agreement to the extent permitted by applicable state law. 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.

ACCOUNT INFORMATION - We agree not to disclose account information to third parties except when upon your request, we will inform you of the name and address of each credit reporting agency from which we obtain a credit report in connection with your account: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

NOTICES

1. **Name or Address Changes.** You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you to us provided in writing. If we attempt to locate you, we may impose a service fee as set forth on the Rate and Fee Schedule.
2. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.
3. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

STATEMENTS

1. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies will be made available to you upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.
2. **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within thirty-three (33) days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
3. **Notice to Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

INACTIVE ACCOUNTS - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for processing your inactive or dormant

account. If we impose a fee, we will notify you on your quarterly statement, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

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

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

TERMINATION OF MEMBERSHIP - You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

We may terminate your membership in DoverPhila Federal Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union for cause.

Cause is defined as follows: (A) a substantial or repeated violation of this agreement with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

Before the board votes on an expulsion, we must provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. We must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. Unless we determine to allow otherwise, there is no right to an in-person hearing with the board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the credit union.

We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the credit union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.

For additional information on expulsion and a copy of our expulsion policy, please contact us toll free at (877) 763-2162.

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

SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

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

ILLEGAL TRANSACTIONS - You may not use any financial service or access device for any illegal transaction and we may decline to authorize or process any transaction we reasonably believe poses an undue risk of illegality. You agree to indemnify and hold Dover-Phila Federal Credit Union harmless from any action, liability or damage, directly or indirectly, resulting from such use.

GOVERNING LAW - This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

NEGATIVE INFORMATION NOTICE - We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

FACTS	WHAT DOES DOVERPHILA 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: <ul style="list-style-type: none"> • Social Security number and Overdraft History • Payment History and Checking Account information • Credit History and Credit Card or Other Debt 	
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information, the reason DoverPhila FCU chooses to share, and whether you can limit this sharing.	
Reasons we can share your personal information:	Does DoverPhila FCU share?	Can you limit my sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, and report to credit bureaus	YES	NO
For our marketing purposes - to offer our products and services to you	YES	YES
For joint marketing with other financial companies	YES	YES
For our affiliates' everyday business purposes – information about your transactions and experiences	NO	WE DON'T SHARE
For our affiliates' everyday business purposes – information about your creditworthiness	NO	WE DON'T SHARE
For non affiliates to market to you	YES	YES
To limit our sharing	<ul style="list-style-type: none"> • Call 330-364-8874 or • Visit us online: https://www.dpfcu.org/contact-form/ Please Note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent notice. When you are <i>no longer</i> our customer, we no longer share your information. However, you can contact us at any time to limit our sharing.	
Questions?	Call 330-364-8874 or go to https://www.dpfcu.org/contact-form/	
Who we are	DOVERPHILA FEDERAL CREDIT UNION	
Who is providing this notice?	DOVERPHILA FEDERAL CREDIT UNION	
What we do		
How does DOVERPHILA FCU 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 secured files and buildings.	
How does DOVERPHILA FCU collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • apply for a loan or give us your contact information • provide account information or provide employment information • give us your wage statements 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 <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes-information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates 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.	
Definitions		

Affiliates:	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>DoverPhila Federal Credit Union has no affiliates.</i>
Nonaffiliates:	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Nonaffiliates we share with can include insurance companies, direct marketing companies and credit card companies.</i>
Joint marketing:	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>Our joint marketing partners include insurance companies and credit card companies.</i>
Other important information	

FUNDS AVAILABILITY POLICY DISCLOSURE

1. **DEFINITIONS**
 - A. **Account.** A transaction account. An account generally includes those from which the accountholder is permitted to make transfers or withdrawals by negotiable instruments, payment order of withdrawal, telephone transfer, electronic payment, or other form of transfer. Account does NOT include a savings account.
 - B. **Availability.** For determining the availability of a deposit, every day is a business day, except Saturdays, Sundays and federal holidays. If a federal holiday falls on a Sunday, the next day is not a business day.
2. **SAME-DAY AVAILABILITY.** The Credit Union affords same-day availability for cash deposits and electronic fund transfers. The Credit Union affords same-day availability for the following funds deposited in person at teller stations. To qualify for same-day availability, members must deposit funds during Credit Union business hours before the cutoff time for receiving deposits. Presently, there is no cutoff time and every deposit is credited the day it was made.
 - A. **Government Checks;** for example, U.S. Treasury checks, U.S. Postal Service money orders, Federal Reserve Bank Check, Federal Home Loan Bank Checks, checks drawn by the State or an agency of the State or a branch of local government deposited in an account held by the payee of the check.
 - B. **Local Payroll Checks;** i.e. checks drawn on local companies or that can be verified that they are a payroll check by a matching check stub
 - C. **Depository Checks;** i.e., Travelers Cheques
 - D. **On-Ups Items;** i.e., checks drawn against accounts of this Credit Union.
 - E. **Drafts Covered by Member's Account;** i.e., situations where the member has funds on deposit in his account that exceed the amount of the draft.
 - F. **Aggregate Cashier's, certified, or teller's checks under \$1,000.00.**
 - G. Aggregate Checks and Money Orders under \$1,000; for accounts that have been open more than 30 days.
3. **NEXT DAY AVAILABILITY.** The following funds deposited into a member's account must be available by the next business day:
 - A. \$225 of Aggregate Checks and/or Money Orders; i.e., if the member deposits a check for \$1,800 and his or her account balance is less than \$1,800, the Credit Union will make \$225 available the next business day and place a hold on the remaining \$1,575.00 for 2 business days.
 - i. If the member receives cash at the time of the deposit, the amount of cash received is not required to be credited. For example, if the member deposits a \$300 check and receives \$100 cash back, the Credit Union need not make an additional \$200 available for withdrawal the following day.
 - ii. If the member has a negative book balance or a negative available balance in the account at the time of the deposit, the \$225 that must be available on the next business day may be made available by applying \$225 to the negative balance, rather than making \$225 available for withdrawal.
 - B. Aggregate Check and/or Money Order amounts placed on hold up to \$5,525 will be available on the 2nd business day. For aggregate Check and/or Money Order amounts greater than \$5,000 please see section (6)(A)(i) of this policy.
 - C. The following types of checks, if deposited in person at a teller station into the payee's account: Cashier's, certified, or teller's checks in amounts of \$1,000.00 or more. Issuing institution will be contacted to verify funds and/or validity of checks over \$1,000.00. Any reasonable cause to doubt collectability will result in a 7 business day hold in accordance with section (6)(B)(ii) of this policy.
4. **SECOND DAY AVAILABILITY.** The following funds deposited into a member's account must be made available no later than the second business day following the deposit.
 - A. Funds that would otherwise qualify for next-day availability, except for the fact that funds are not deposited in person at a teller station, i.e., they are deposited electronically, by mail, or in an ATM owned by the Credit Union. For aggregate Check and/or Money Order amounts greater than \$5,525 please see section (6) (A) (i) of this disclosure.
5. **"CASE-BY-CASE" HOLDS.** If a Credit Union has a policy of making funds available sooner than required by the foregoing rules, the Credit Union may extend the time when funds are available up to the time periods allowed above on a case-by-case basis, subject to the following requirements.
 - A. **Initial Disclosure.** Before opening a new account, the Credit Union must disclose its case-by-case hold policy.
 - B. **Notice at Time of Hold.** The Credit Union must also provide the member with notice at the time of the deposit.
 - i. **Content.** The notice must state:

1. Statement that the Credit Union is holding the funds.
 2. The account number.
 3. The date of the deposit.
 4. The amount of the deposit that is being delayed.
 5. When the funds will be available for withdrawal.
 6. How to obtain a refund of returned check fees or overdraft fees if the notice is not given at the time of the deposit, and the check is paid.
- ii. **When Given.** Ordinarily, notice is given when deposit is made. If the deposit is not made in person, notice should be given no later than the first business day thereafter.
1. If the notice is not provided at the time of deposit, no overdraft fees may be assessed if the overdraft would not have occurred except for the delay of funds availability and the check was paid. Overdraft fees may be assessed if the institution provides notice of such fees at the time the notice of delayed funds is given, and is willing to refund such fees upon request by the member.
6. **"SPECIFIC EXCEPTION" HOLDS.**
- A. **Description.** The following situations create a "specific exception" to the funds availability rules and the hold is typically for 7 business days:
- i. **Large Deposits.** A member's aggregate deposits in one day exceed \$5,525. The Credit Union may apply this exception to aggregate check deposits in multiple accounts that exceed \$5,525 in one day:
 1. \$225 will be made available the next business day
 2. \$4,750 will be made available on the 2nd business day
 3. The aggregate total over \$5,525 will be made available on the 7th business day
 - ii. **Re-deposited Checks.** A check has been returned unpaid and re-deposited, unless the reason the check was returned was because it was missing an endorsement or was postdated. \$225 of the deposit does not have to be made available on the next business day. The business day the check is re-deposited is considered to be the day of deposit.
 - iii. **Repeated Overdrafts.** Within the last six months, a member's account has been overdrawn six or more times, or overdrawn twice by more than \$5,525 for two or more business days (or would have been had the checks and charges been paid). This exception does NOT apply to any next-day availability deposits, despite an overdrawn account. An account will retain its "repeated overdraft" status for six months from the last overdraft.
 - iv. **Reasonable Cause to Doubt Collectability.** The Credit Union has reasonable cause to believe the check is uncollectible, such as a stale or postdated check, evidence of check kiting, or a notice dishonor from the payer financial institution. The Credit Union will maintain the notice provided to the member, along with a statement of facts surrounding its reason to doubt the collectability of the item, for 2 years.
 - v. **Emergency Conditions.** such as telecommunication or computer breakdowns, war, or some other emergency condition beyond the Credit Union's control. A hold will be placed on the funds for a reasonable time after the emergency has passed.
- B. **Effect.** If an exception applies, the Credit Union may:
- i. Add one business day for "on us" checks.
 - ii. Ignore next-day availability requirement for U.S. Treasury checks, U.S. Postal Service money orders, Federal Reserve Bank checks, Federal Home Loan bank checks, state and local government checks, and cashier's, certified, and teller's checks, and treat them as being subject to the availability requirements set forth in the immediately following paragraphs.
 - iii. Add five business days, thus making them available within 7 business days.
- C. **Notice Requirement.** The Credit Union may not place a specific exception hold unless it notifies the member that the exception is being invoked.
- i. **Content.** The notice must state:
 1. The member's name and account number.
 2. The date of the deposit.
 3. The amount of the deposit being delayed.
 4. Statement that the Credit Union is holding funds.
 5. What the exception is and why it is being invoked.
 6. When the funds will be available for withdrawal.
 7. How to obtain a refund of returned check fees or overdraft fees if the notice is not given at the time of the deposit, and the check is paid.
 - ii. **When Given.** Ordinarily, notice must be given when the deposit is made. If the facts giving rise the exception are not known until after the deposit is made, then notice must be given no later than one business day thereafter.
 - iii. **How Given.** Notice can be delivered personally to the member when the deposit is made, mailed, or faxed. In addition, it can be delivered by e-mail if the member agrees to receive e-mails and if the e-mail can be downloaded and printed.
7. **NEW ACCOUNTS.** Special rules apply for new accounts (sole account with the Credit Union less than 30 days old, provided none of the members on the account have other transaction accounts at the Credit Union that have been opened for at least 30 days).
- A. **Check deposits:**
- i. \$225 will be made available the next business day
 - ii. Up to the next \$5,300 will be made available on the 2nd business day, and
 - iii. The aggregate total over \$5,525 will be made available on the 7th business day
- B. **All other items:** All other items will follow the regular availability scheduled listed in previous sections of this policy.
8. **FOREIGN CHECKS.** Generally foreign checks will not be accepted; however exceptions may be made at management's discretion if the country and financial institution check is drawn on is deemed to be a low risk.

Electronic Communication Policy

By becoming a member of DoverPhila Federal Credit Union, you and all parties involved in the pre-qualification request agree to receive email, SMS, or other marketing communications from DoverPhila Federal Credit Union. DoverPhila Federal Credit Union may contact you via phone, text, or email at the provided contact or calling numbers, including your cellular number. You further understand that your telephone provider may impose charges on you for these contacts. You are not required to provide this consent to be effective, even if your contact or calling numbers or email address are on a do-not-call list. Your consent to receive calls is not necessary to make any purchases.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the Electronic Funds Transfer (EFT) services offered to you by DoverPhila Federal Credit Union (Credit Union). In this Agreement, the words **you** and **yours** mean anyone who signs the Master Membership Application as applicants, joint owners, or any authorized users. The words **we**, **us**, and **our** mean the Credit Union. The word **account** means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing a Master Membership Application for EFT Services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. **EFT SERVICES** - If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

1. This space intentionally left blank.

2. **Debit Card.** You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your share draft account. 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 repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Plus and Money Station/Pulse Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Make transfers from share and share draft.
- Obtain balance information for your share and share draft accounts.
- Make POS (Point-of-Sale) transactions with your Card to purchase goods or services at participating merchants up to \$2,000.00 per 24 Hour period.

The following limitations on the frequency and amount of Debit Card transactions may apply:

- There is no limit on the number of Debit Card purchases you make per day.
- There is no limit to the number of cash withdrawals you may make per 24 Hour period from an ATM machine.
- You may withdraw up to a maximum of \$1,000.00 per 24 Hour period from an ATM machine if there are sufficient funds in your account.

3. **P.A.L. (Personal Access Line) (Audio Response).** If we approve the P.A.L. (Personal Access Line) audio response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Make bill payments to VISA.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the P.A.L. (Personal Access Line) audio response service via a touch tone telephone only. P.A.L. (Personal Access Line) service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in a 24 hour period.
4. The Credit Union reserves the right to refuse any transactions which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. 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.
 5. **Preauthorized EFTs.**
 - Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings and checking account.
 - Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and checking account. For share accounts except Reg-D, no more than six (6) preauthorized, automatic, or telephone transfers may be made
 - from these accounts to another account of yours or to a third party in any month and no more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.
 6. **Electronic Check Transfers.** When you authorize a merchant to electronically debit your share draft/checking account, the transaction is an electronic funds transfer that is subject to this EFT Disclosure Agreement. For example, paying bills directly by phone.
 7. **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: a) pay for purchases b) pay bills.

CONDITIONS OF EFT SERVICES

1. **Ownership of Cards.** Any Card or other 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. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
2. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. 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.
3. **Foreign Transactions.**

MasterCard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A fee of 0.8% will be charged on all transactions completed outside of the United States where the cardholder's country code differs from the merchant's country code. In addition, a fee of 0.2% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.
4. **Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your 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. 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 EFT services immediately.
5. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions 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 EFT transaction on any account from any joint account owner.

FEES AND CHARGES - There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM that is 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 funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction. Please refer to the Rate and Fee Schedule for applicable fees.

1. Debit Card Fees

- ATM withdrawals are allowed free of charge at our own ATMs
- \$2.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- Replacement card fee of \$10.00 per card

- If you make an international transaction with your debit card, MasterCard's cross border fee will be assessed as a percentage of the transaction amount.

NOTICE REGARDING ATM FEES BY OTHERS. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

Fees are implemented by MasterCard MasterMoney™ /ATM and not your Credit Union.

MEMBER LIABILITY

1. **ATM Transactions.** Tell us at once if you believe your card or any access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two(2) business days, you can lose not more than \$50 if someone uses 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 that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$1000.00.
2. **Debit Card Transactions.** Under MasterCard's rule, a cardholder will have zero liability for unauthorized MasterCard transactions provided (i) the loss or theft is reported within 24 hours of discovery; (ii) the cardholder used reasonable care in safeguarding the card from risk of loss or theft; (iii) the cardholder has not reported two or more incidents of unauthorized use to the issuer in the immediately preceding 12 months period; and (iv) the account is in good standing. In all other situations, the maximum liability for unauthorized MasterCard transactions will be \$0. If the unauthorized use is at an ATM, the regular Regulations Z or E liability limits apply, because these transactions are not considered MasterCard transactions. Also, if you do not tell us within sixty (60) days after the statement was mailed you, you may not get back money lost after the sixty (60) days if we can prove we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the 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, call (330) 364-8874 or write to:

In the event you are unable to call, please write to:

Dover-Phila Credit Union
119 Fillmore Ave.
Dover, Ohio 44622

RIGHT TO RECEIVE DOCUMENTATION

1. **Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response, transactions, will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
2. **Terminal Receipt.** You will 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.
3. **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 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 (330) 364-8874. This does not apply to transactions occurring outside the United States.

ACCOUNT INFORMATION DISCLOSURE - We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- 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;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

BUSINESS DAYS - Our business days are Monday through Saturday, excluding holidays.

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 in the following events:

1. Liability for Direct or Consequential Damages.

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.

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 EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

GOVERNING LAW - This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of share draft 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 expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

TOTALOAN CREDIT AND SECURITY AGREEMENT

PROMISE TO PAY - You applied for credit with the Credit Union according to the terms and conditions of this TotalLoan Simplified Loan Program Agreement and Disclosure. You also apply for such credit as you may from time to time request. If your TotalLoan Simplified Loan Program Application is approved, you agree to all terms and conditions of this Agreement. You promise to pay the Credit Union the aggregate of all sums advanced from time to time plus a finance charge (interest) and any other charges in regular periodic payments as disclosed to you. You further promise to pay the Credit Union all amounts charged to your account by any user who has access to your account with actual, apparent or implied authority to use your account, including finance charges and other fees and charges.

ADVANCES - You may request loan advances in person, by mail, by telephone or by other electronic means made available by the Credit Union. If you request a secured advance, you must tell the Credit Union what property you will offer as security and provide all documentation necessary for the Credit Union to perfect its Security Interest. The Credit Union may refuse to make an advance at any time for any reason not prohibited by law. The Credit Union may make an advance by sending you a check or by depositing the advance in one of your Credit Union accounts. From time to time, the Credit Union may permit you to obtain an advance by other means such as: (1) third parties on your behalf, (2) use of a PIN and plastic card at designated automatic teller machines, (3) by overdrawing your Credit Union checking account or (4) by other electronic devices. The Credit Union may require you to prove your identity. We may rely on any telephone or other electronic communication directing the transfer of funds advanced under this Agreement to your checking account which is received by us in good faith by anyone reasonably believed by us to be you.

CREDIT LIMIT - The Credit Union will tell you what your personal and secured credit limits are. Your personal credit limit will be the maximum amount that can be outstanding at any time without you being required to specifically give the Credit Union property as collateral for repayment of that amount. Your personal credit limit may from time to time be secured by some of the property given as security for other loans because of the cross-collateral provision of this Agreement.

JOINT ACCOUNTS - If more than one person authenticates (signs) this Agreement, (Membership Application/TotalLoan) the obligations and liabilities of each shall be joint and several. This means the Credit Union can enforce its rights under this Agreement against any one of you or against all of you together. Unless Credit Union policy requires each of you to authenticate for an advance, each of you authorizes the other(s) to get advances individually. This means that an advance can be made upon the request of only one of you and the proceeds can be received by only one of you. If the Credit Union receives inconsistent instructions, it can refuse to follow your instructions.

FINANCE CHARGE - You will pay a finance charge (interest) for all advances. The finance charge begins to accrue on the date of the advance. A finance charge is computed separately for each separate balance (sub-account) under this Agreement. The finance charge is computed by taking the unpaid balance for each day since your last payment (or if you have not yet made a payment, from the time of an advance) and multiplying by the applicable daily periodic rate. The sum of these amounts is the finance charge. The balance used to compute the finance charge is the unpaid balance each day after payments and credits have been subtracted and additions (such as new advances, other charges, insurance premiums) have been added.

OTHER CHARGES - If you give the Credit Union a Security Interest, you may be charged a fee for determining the existence of a Security Interest and/or a fee for perfecting, releasing or satisfying a Security Interest. Charges for fees are disclosed on the TotalLoan Simplified Loan Program Loan Disbursement Program Voucher at the time of an advance or on the TotalLoan Simplified Program Agreement Addendum provided with this Agreement.

REPAYMENT - All payments will be applied in the order determined by the Credit Union to what you owe. You may prepay all or part of any loan sub-account at any time without penalty. However, if a balance remains owing, you are still required to make your regular periodic payments. A partial payment will not automatically reduce your periodic payment unless the remaining amount owed is less than the payment amount. In that case your payment will be an amount equal to the remaining balance plus a finance charge and any other outstanding charges. Payments must include any past due amount, amounts advanced to you over your limit, advances made to reimburse the Credit Union for expenses it incurs to protect or enforce its rights, late charges, and insurance premiums, if any. Any unpaid portion of the finance charge or late charges will be paid by later payments and will not be added to the principal. Payments must be received at an office of the Credit Union by closing on a business day to be credited to your loan account on the same day. If any payments are less than the total minimum payment due under this Agreement, the Credit Union may allocate such payment at its sole discretion.

STATEMENTS - You will receive a periodic statement showing the transactions under this Agreement for the period covered by the statement. Unless otherwise required by law, notice to any one of you will be considered notice to all. Your statement will be considered a correct statement of your account unless you notify the Credit Union within sixty (60) days of the statement date.

UPDATED INFORMATION - You will provide updated financial information to the Credit Union on its request. The Credit Union may from time to time obtain information about you from credit reporting agencies or other sources. You will notify the Credit Union

if you change your name, place of employment or if you move. You attest that your name(s) used in this Agreement is your correct legal name and that the address(es) given are your place of residence.

CHANGES TO THIS AGREEMENT - The Credit Union can change the terms of this Agreement, including any periodic rate and corresponding Annual Percentage Rate, in accordance with applicable laws and regulations. Any such changes may apply to outstanding balances as well as additional advances to the extent permitted by law. An increase in the daily periodic rate because of a variable interest rate is not considered a change in terms.

TERMINATION OF THIS AGREEMENT - You or the Credit Union can cancel this Agreement at any time. Termination of this Agreement by you or the Credit Union will not change your obligations with respect to outstanding loans.

NO WAIVER OF RIGHTS - The Credit Union's delay or failure to exercise its rights does not give up or waive these rights. The Credit Union's acceptance of partial or late payments, even if marked paid in full, does not waive any of its rights.

SUCCESSORS - Anyone taking your place such as heirs, legal representatives, or successors has the same obligations as you have under this Agreement.

PARTIAL VALIDITY - If the law or any court decision makes any part of this Agreement invalid or unenforceable, the other terms will remain in effect.

SECURITY - AS SECURITY FOR THIS AGREEMENT YOU GRANT TO THE CREDIT UNION A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE IN THE CREDIT UNION, NOW AND IN THE FUTURE. YOU AUTHORIZE THE CREDIT UNION TO TAKE THAT MONEY AND APPLY IT TO WHAT YOU OWE IF YOU ARE IN DEFAULT. You are not giving a Security interest in any account that would lose special tax treatment if pledged as collateral. The Credit Union may, but does not have to, allow you to withdraw a portion of your shares and funds without affecting its Security Interest. You may also be required to give the Credit Union additional security for advances made for different sub-accounts (loan types) that are available to you under this Plan. For example, if you purchase a vehicle, you will give the Credit Union a Security Interest in that property. You may also request advances that are secured by other acceptable types of property. This Security Interest covers not only the property pledged, but all proceeds, substitutions or replacements, accessions, improvements, all proceeds from insurance and all refunds of unearned premiums.

The Security Interest also includes any replacements for the property which you buy within ten (10) days of the advance or any extensions, renewals, or refinancing of the advance as well as any money you receive for selling the property. Property securing any advance now or in the future will secure this agreement, including credit card loans, with the Credit Union now or in the future. However, if you have given your dwelling as security for a loan with the Credit Union, that dwelling will not secure any advance under this Plan. If property pledged as security is household goods as defined in the Federal Trade Commission Fair Credit Practices Rule, it only secures obligations for the purchase money for that collateral or a refinancing or consolidation of such obligations. If collateral is stocks or bonds, you agree that those securities must be held in trust for or controlled by the Credit Union. If the value of pledged property diminishes so that the Credit Union is not fully secured, you will provide additional collateral immediately.

PROTECTION OF THE COLLATERAL - You promise that you will use the proceeds of the loan to buy the property or that you own the property and that no one else has an interest in it or claim against it. You agree to (1) maintain, protect and preserve the collateral, (2) not to use or permit anyone to use the collateral in violation of this Agreement, or any statute, regulation or ordinance or any policy of insurance covering the collateral, (3) pay promptly when due all taxes, charges, encumbrances or liens now or later imposed upon or affecting the collateral, (4) promptly notify the Credit Union of change in your name or address on file, (5) help the Credit Union do all that is necessary to protect its Security Interest in the collateral, including giving the Credit Union all endorsements, assignments, financing statements, or other writings necessary to protect the Credit Union's Security Interest and its priority, (6) promptly deliver to the Credit Union in the form received, all proceeds of the collateral you receive, (7) not to sell, lease, encumber, rent, otherwise dispose of, or give the collateral to anyone else other than the Credit Union, (8) at any reasonable time, upon the Credit Union's demand, to exhibit to the Credit Union and allow for inspection of the collateral. You promise that any title to the collateral shall only be registered in the names of the Borrower(s) authenticating this Agreement. You promise to have the Credit Union's Security Interest shown on any certificate of title that may be issued. You give the Credit Union authorization to file a financing statement to protect its Security Interest from the claims of others.

CREDIT INSURANCE - If you qualified for and elected optional credit insurance coverage for the Plan, you understand that the premium charges for coverage are added to your account each month and are collected as part of your periodic payment. Premium rates are not guaranteed. However, you will be notified in advance if rates change.

PROPERTY INSURANCE AND TAXES - You are required to fully insure the property against loss and damage and pay all taxes due. You may obtain this insurance through any insurance company of your choice unless the Credit Union, for good cause, refuses to accept it. Policies must say that the Credit Union must be paid if there is a loss. You must show proof of coverage or deliver the policy to the Credit Union if asked. If the property is lost or damaged, the Credit Union can use the insurance proceeds to replace or repair it or to repay any amounts you owe under the Plan. You authorize the Credit Union to endorse any check or draft payable to you so that it may collect benefits or amounts due under your insurance policy. If you fail to obtain or maintain the insurance, the Credit Union may buy any type of insurance it feels is necessary to protect its interest in the property.

THE INSURANCE WILL NOT BE LIABILITY INSURANCE. This could result in less protection for you and at a higher cost. The Credit Union may add the premium for this insurance to your loan and charge you a finance charge at the applicable rate. If the Credit Union receives payment from an insurance company that monitors its loan accounts, to verify that borrowers have complied with their obligations to keep secured property insured, the Credit Union may receive payment in connection with policies issued. Insurance charges added to your loan may include those payments and the cost to verify compliance with Credit Union insurance requirements. If amounts for taxes, other fees, or insurance are added to your account, you agree that, at the Credit Union's option, your periodic payment may be increased by an amount sufficient to repay the amounts added within the term of the insurance policy or the estimated term of the advance.

DEFAULT - You will be in default if, (1) you fail to make any payment on time, (2) you die, (3) in the event of your insolvency or the filing of any requests for relief under the bankruptcy code by or against you, (4) you are the subject of any legal process which seeks to attach your Credit Union account, (5) you have given the Credit Union any false or inaccurate information in obtaining a

loan, (6) you do any act or fail to do any act which the Credit Union believes endangers any collateral, (7) you break any promise you have made under this Agreement or if the Credit Union reasonably believes your ability to repay is impaired, (8) you are in default on any other loan agreement with the Credit Union.

REMEDIES - When you are in default, the Credit Union can call any amounts you owe immediately due and payable plus all finance and other charges. You waive any right to demand for payment, notice of intent to accelerate and notice of acceleration. You will continue to pay interest until you repay what you owe at the loan interest rate unless a default interest rate is disclosed as part of this Agreement (or on the TotalLoan Simplified Loan Program Agreement Addendum). The Credit Union can exercise any right given to it by the Uniform Consumer Credit Code or other applicable law. The Credit Union may delay taking any action to protect its rights as many times as it wants and as long as it wants without losing them.

OTHER TERMS - The Credit Union may delay taking action to defend its rights as many times as it wants and as long as it wants without losing them. If any part of this TotalLoan Simplified Loan Program Agreement and Disclosure is determined by court or by law to be invalid or unenforceable, the rest will remain in effect. All the Credit Union's rights shall inure to the benefit of its successors and assigns and all of your obligations shall bind your heir or legal representatives or successors. You authorize the use of electronic signatures, facsimile signatures and photocopied signatures for all purposes of authenticating this Loan and Security Agreement. Those signatures to have the same force in effect as original signings for all transactions included in applications and Agreements with the Credit Union.

NOTICE - You promise that your name and address shown in this Agreement is your legal name and place of residence and such place is the proper address for all notice(s) that may be required and you further understand that changes in address must be submitted to the Credit Union in writing to be effective.

NEGATIVE INFORMATION NOTICE - We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may reflect in your credit report.

BILLING RIGHTS NOTICE

**Your Billing Rights: Keep This Document For Future Use
This notice tells you about your rights and our responsibilities
under the Fair Credit Billing Act.**

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address shown in this Agreement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

LIABILITY FOR UNAUTHORIZED USE OF YOUR ATM CARD OR PERSONAL IDENTIFICATION NUMBER (PIN) WHEN USED TO ACCESS LINE OF CREDIT BY OVERDRAFT: You may be liable for the unauthorized use of your ATM Card if the card is used to access your line of credit by overdraft. You will not be liable for unauthorized use that occurs after you notify us at the phone number or address for the Credit Union on page 1, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. The Regulation E section in your member account agreement with us discloses your liability and billing right for card transactions other than when the card directly accesses your overdraft protection line of credit.

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