



# Account Agreement and Disclosures

## TERMS AND CONDITIONS

This account agreement contains the terms and conditions of the personal accounts offered by Service Federal Credit Union and the rules and regulations governing those accounts. By signing Service Federal Credit Union's Membership Account Application or Signature Card or by purchasing a share certificate, you accept and agree to be bound by this agreement and the Account Fee Schedule and Rate Sheet and all applicable state and federal laws and regulations.

Throughout this agreement, "we", "us", "ours", "credit union", and "Service CU" refer to Service Federal Credit Union. The words, "you" and "yours" mean the person or persons or entity that maintains the account at Service CU. "Account" refers to each separate account you maintain with us.

Please read the terms and conditions that relate to the account(s) which you have opened with us. You should also refer to other Service CU agreements that may apply to your account.

## MEMBERSHIP ELIGIBILITY

To be eligible for membership with us, you must be an individual or entity qualifying within our field of membership. You authorize us to check your account, credit and employment history and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services offered by us.

## MEMBERSHIP ACCOUNT REQUIREMENTS

To become a member, you must be within our field of membership, and you must purchase and maintain the \$5 membership share ("par value share") in your primary share account (PSA). If you voluntarily withdraw all shareholdings including your \$5 membership share, you will cease to be a member. If your primary share account balance falls below the \$5 membership share and you do not increase the balance back to at least \$5 within six months, we may terminate your membership. If we close your account, we will mail you a check for the final balance. If however your PSA balance falls below \$5 and you have at least \$5 in total in other accounts, such as a checking or money market, we reserve the right to sweep funds into your PSA at the end of each day so that the par value stays pledged, as required to maintain membership. Funds in certificate or IRA accounts will not be a part of this sweep.

Members are eligible for available credit union services if they are in "good standing." A member is considered "in good standing" if they maintain at least the par value share, they are not significantly delinquent on any credit union loan, they have not had any account with this credit union closed due to abuse or negligent behavior, they have not caused a financial loss to this credit union, and they have not engaged in violent, belligerent, disruptive, or abusive activities as further explained in our Bylaws. If you are no longer a member in good standing, then we may at our discretion terminate any and all services with you. We may also suspend services to a member who disrupts credit union operations or attempts fraudulent, illegal, or other high risk activity to the credit union.

Members may only use a consumer account for general consumer purposes. Business and commercial transactions are not permitted in a consumer account. Service CU reserves the right to restrict business and commercial activity performed in a consumer account.

## FUNDS PROTECTION

Members' funds are insured to \$250,000 per member by the National Credit Union Share Insurance Fund in accordance with terms and conditions of the National Credit Union Administration's rules and regulations.

Additional coverage of \$250,000 is available on IRA accounts by Excess Share Insurance.

## MODIFICATION OF AGREEMENT

We may, at any time, modify, change, amend, or add terms to this Agreement, including dispute resolution/arbitration provisions. We will notify you of any changes, amendments, or additions that would adversely affect your account at least thirty (30) days before the effective date of the amendment, including but not limited to the following:

- The frequency of compounding dividends
- The frequency of crediting dividends
- Grace periods
- Minimum balance requirements
- Fees, charges and penalties

Your continued use of the account after the effective date of the amendments, changes, or additions will be deemed your acceptance.

## JOINT ACCOUNTS

If your account is in two (2) or more names, it is a joint account. Each named person will have equal powers with respect to your joint account, including the ability to bind both persons with respect to the account. You agree that any money in a joint account can be paid to any of the joint owners of the account. This payment and any other transaction can be made on the order of instruction of any of the joint owners, whether or not the other owner is alive at the time of payment. On the death of any joint owner, the funds in the account will pass to the surviving joint owner. Accounts held by individuals who were legal residents of Germany at the time of their death may be subject to German inheritance law.

A joint owner is not a member of the credit union unless they are within the field of membership and hold their own par value share in a Primary Savings Account.

We may honor checks or orders drawn by, or withdrawal requests from, any one owner during the lifetime of all owners. We may also honor withdrawal requests from the survivor after the death of any owner.

We can also act on any of the instructions of any owner not to pay any funds from the account. If we have received such a notice, we will have the right to refuse further payment except on a final

court order or a release acceptable to us signed by all joint owners. Each joint owner appoints the other as his or her agent to withdraw or conduct business for the account. If in connection with the account there is any liability to us, each joint owner will be responsible to us for the amount of the liability. We may be required by law to remit funds held in your account to satisfy a judgment, execution, levy, or court order entered against, or other valid debts incurred by any owner of the account. If we make payment following these rules, you release us from liability.

If one or more of the joint owners owes us money that is due, we can, to the extent permitted by law, use the funds in the joint account to pay the debt.

Once a joint account is opened, one owner cannot remove another from the account. Any joint owner may, however, authorize their own removal or close the account by withdrawing all the funds.

## TRUST ACCOUNTS

A trust account is considered irrevocable upon the owner's death, at which time the funds are disbursed in the name of the trust and presented to the Successor Trustee for handling.

## TRANSACTION LIMITS

Deposits are subject to verification and our funds availability policy. We may at any time in our discretion refuse a deposit, limit the amount that may be deposited or return or hold all or any part of a deposit.

We may refuse a withdrawal request if the withdrawal would be paid from cash, check or other items not yet available for withdrawal (meaning not yet part of your available balance). We may refuse a withdrawal request if we have received a court order or other legal document prohibiting withdrawal or if the law prohibits withdrawal, if there is a dispute concerning the account, if the account owner owes us money that is due and payable if the account is security for a debt, if an owner or a person we believe to be the agent of an owner requests that we do not permit withdrawals, if a problem occurs with our equipment, or if such action is otherwise required by law.

We reserve the right to require such documents or authorization as we may reasonably deem necessary or appropriate to determine that the person requesting or directing the withdrawal of funds in an account has the authority to withdraw such funds. You will hold us harmless for refusing to pay or release funds where the refusal is based on the failure to provide the documents or authorization required by us. We reserve the right, at any time, to require members to give, in writing, not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to a member's account.

Debit Card and Credit Card transactions will be limited to a maximum of 25 point-of-sale transactions per calendar day and 15 ATM transactions per calendar day. Balance inquiries and transaction denials count as "transactions" for purposes of this count. These limits are imposed per individual card number.

Please see our Fee Schedule and Account Disclosures for personal accounts for other transaction limits on your account.

## Overdrafts

### OVERDRAFTS AND COURTESY PAY - GENERAL

"Overdraft" means there is not enough available balance in your account at the time a transaction is presented to us and we decide whether to pay it. Should an overdraft occur and you have signed up for Overdraft Protection, then we will first attempt to authorize and pay the item by transferring funds to your share draft account from your Primary Savings Account if you are enrolled in Share Transfer Overdraft Protection (S.T.O.P.). If you are not enrolled in S.T.O.P., then we may either reject the transaction or we may, at our discretion, pay it using our Standard Overdraft Practices, which are called Courtesy Pay.

Courtesy Pay normally applies when we pay overdraft checks, Automated Clearing House (ACH described below) transactions, Bill Pay and other payment transactions, other than one-time or non-recurring debit card transactions and ATM withdrawals. Courtesy Pay only applies to one-time or non-recurring debit card payment transactions and ATM withdrawals if you choose to opt in and affirmatively consent for us to cover overdrafts on non-recurring debit card and ATM transactions. Without your consent, we may not authorize payment for one-time debit card transactions or ATM withdrawals that will result in a negative available balance in your account. Please note we will rely on how merchants code debit-card transactions to determine whether they are recurring or non-recurring.

If we authorize any type of payment transaction and there is insufficient available balance at the time it is posted to your account (which may be at a later time than when the transaction is authorized), then we will charge you an Overdraft Fee; **the exception to this is that we will not charge you an Overdraft Fee on one-time debit card or ATM transactions if you have not opted in and affirmatively consented for us to cover overdrafts on non-recurring debit card and ATM transactions.** If we decline to pay a check, ACH, or Bill Pay transaction, then it will be rejected, and you will be charged a Returned Item Fee. You will not be charged any fees if we decline to authorize a debit card payment transaction or ATM withdrawal. Overdraft and Return Item Fees are described in our Fee Schedule, which is updated periodically and is incorporated into this Agreement.

Note: Merchants may reattempt to collect payment on Check and ACH transactions that were initially declined payment multiple times until paid. You may be charged a Returned Item or Overdraft Fee each time a merchant presents a transaction for payment, even if a transaction was previously declined and a fee was previously charged.

The following is important information regarding your account balances, how transactions are authorized and posted to your account, and when an overdraft or Returned Item Fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative, or call us at 800.936.7730 (U.S) or 00800.4728.2000 (Int'l).



# Account Agreement and Disclosures

In the event of repeated overdrafts, we may close your checking/share draft account after notifying you in writing. The funds in your checking account would be transferred into your share account upon the closing of the checking account. You agree not to hold us liable for any preauthorized payments that are presented against your closed checking account.

## YOUR CHECKING ACCOUNT BALANCES

Your checking account has two balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, on our mobile banking app, at an ATM, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

**Actual Balance:** Your actual balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. This means you actually have \$50, but you have already spent \$40.

**Available Balance:** Your available balance is the amount of money in your account that is available for you to use. The available balance is the actual balance less things such as holds placed on deposits and pending transactions that the Credit Union has authorized but that have not yet posted to your account (such as pending debit card purchases). For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.

We use available balance at the time transactions are presented to us to decide whether to authorize them for payment. We also use available balance at the time transactions are posted and actually paid (not when they are authorized) to decide whether to charge Overdraft Fees. The following example illustrates how this works:

Assume your actual and available balance are both \$100, and you swipe your debit card at a restaurant for \$80. As a result, your available balance will be reduced by \$80 so your available balance is only \$20. Your actual balance is still \$100. Before the restaurant charge is sent to us for posting, a check that you wrote for \$50 clears. Because you have only \$20 available (you have committed to pay the restaurant \$80), your account will be overdrawn by \$30, even though your actual balance was \$100. In this case, we may reject the check, and you will be charged a Returned Item Fee. If you are eligible for Courtesy Pay, then we may pay the \$50 check, but you will be charged an Overdraft Fee because your available balance was not sufficient at the time of payment to cover the check. Also, when the \$80 restaurant charge is later submitted to the Credit Union and posted to your account, you will not have enough money in your available balance because of the intervening check, and you may be charged a fee for that transaction as well (if you have opted in for us to cover overdrafts on one-time debit and ATM card transactions), even though your available balance was positive when it was authorized.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within seven (7) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

**The best way to know how much money you have and avoid paying overdraft fees is to closely record and track all of your transactions.**

## Overdraft Protection Options

We believe it is important for you to use your checking (share draft) account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time, and we have options available in the event you overdraw your account.

### S.T.O.P. DISCLOSURE OF ACCOUNT TERMS

Share Transfer Overdraft Protection (S.T.O.P.) is an opt in service. If you are opted in to S.T.O.P., we will transfer money from your share savings account to cover checking account overdrafts. Transfers will be made in \$100 increments.

If a transfer is insufficient to cover an overdraft, you may be subject to an overdraft or returned item fee.

### COURTESY PAY DISCLOSURE OF ACCOUNT TERMS

Courtesy Pay is a service we add to your checking account to cover overdrafts to a set limit, subject to the eligibility criteria as explained below. While we reserve the right to unilaterally refuse to pay any item that is presented, with Courtesy Pay we will generally pay your overdraft items up

to \$1,250. When we pay eligible overdraft items for you, you will be charged our Courtesy Pay fee per presentation. Both the amount of the overdraft presentations and all applicable prior Courtesy Pay fees are included in this limit. Additionally, there is a daily maximum of overdraft fees you may be charged which can be found on our current Fee Schedule. When Courtesy Pay does not apply, you may be charged a Returned Item Fee each time a transaction is presented for payment and we return it, even if the same transaction is presented for payment multiple times.

Eligibility is based on you managing your checking account in a responsible manner. Initiating Courtesy Pay for checks, Automated Clearing House (ACH) debits, and recurring debit card transactions requires no action on your part. You are eligible to opt in for Courtesy Pay for everyday debit card and ATM transactions. You will never be charged a Courtesy Pay fee for one-time debit card and ATM transactions that are \$15.00 or less, if you opt in to Courtesy Pay. If you opt in to Courtesy Pay for one-time debit card and ATM transactions, each transaction that is greater than \$15.00 will be subject to the Courtesy Pay Fee listed on our Fee Schedule. Additionally, overdrafts on V Pay cards will not be charged a Courtesy Pay fee. Additional information about overdrafts on V Pay cards are available in the V Pay Terms and Conditions.

You will be eligible for Courtesy Pay unless:

- You have a checking account that has been open for less than thirty (30) days
- If your account goes negative and remains so for five (5) consecutive days during the first thirty (30) days it is open
- You are more than fifteen (15) days past due on any credit union loan or delinquent on any other obligation to us
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding
- You have an outstanding balance on an Overdraft Repayment Plan
- You have an outstanding balance due on an Payday Alternative Loan
- An extended hold is being placed on your checking account or any other account relationship, in which case your Courtesy Pay may be suspended without prior notice
- Your account is a fiduciary account, including trust, estate or escrow account.
- Your account is classified as dormant
- An E-funds or any other negative indicator, including the joint owner for those on the account with accountholders 13 to 17 years of age, is present

Suspension/Removal of Privilege: You may be suspended or removed immediately from Courtesy Pay if:

- You do not bring your account to a positive balance within a thirty-three (33) day period
- You fail to meet our eligibility criteria

If you meet all the criteria listed above, we may still remove the privilege if we believe you are not managing your account in a responsible manner which may harm you or us.

We may terminate or suspend the Courtesy Pay services at any time without prior notice. In no event shall any termination relieve you of your obligation to repay such sums already paid, including but not limited to, Courtesy Pay fees, collection costs, and attorneys' fees, if any.

Transactions Covered by Courtesy Pay: Courtesy Pay will be available on eligible accounts for all checks, including in-person withdrawals, and Automated Clearing House (ACH) debits including International Bill Pay transactions, and everyday debit card transactions (with member opt-in), if checking account funds are not available at the time of a presentment posting.

Courtesy Pay transfers and fees will be assessed based on the available balance in your account. Your available balance may be less than your actual balance (see above for more detail).

Opt Out: When your checking account is eligible, we will enable Courtesy Pay for checks and ACHs (including recurring subscription items) up to the disclosed Courtesy Pay Limit on our Fee Schedule. If you do not want to have Courtesy Pay on checks and ACHs, or for one-time debit card and ATM transactions, simply contact us and request to opt out.

Opt In: You must opt in for Courtesy Pay for everyday (one-time) debit card and ATM transactions. You do not need to opt in for Courtesy Pay for checks, including in-person withdrawals, ACH debits, and recurring debit card transactions. Accountholders 13 to 17 years of age are eligible for everyday debit card and ATM Courtesy Pay upon request and with parental/legal guardian consent. Again, we rely on how your merchant codes the transaction to determine whether it is a "one-time", non-recurring transaction or a recurring transaction.

### HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT

There are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). The order in which items are presented may affect the total fees incurred by a member.

Credits are generally added to your account when we receive them. However, in some cases when you make a deposit, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Consumer Funds Availability Disclosure for more information.

Debits include several types of transactions and are generally listed below.

Checks: We will pay checks presented over the counter upon presentment. Other checks presented for payment are sorted by dollar amount from smallest to largest dollar value.

ACH Debits: ACH debit transactions for your account are posted throughout the day in order of receipt from smallest to largest dollar value in each batch.

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At the time of posting, we post ACH credit transactions prior to posting any ACH debit transactions, except that we may post ACH credit exceptions after posting non-exception ACH debit transactions.

**PIN-Based Debit Card Purchase Transactions.** When using your debit card for which a merchant requires you to enter your personal identification number (PIN) at the time of sale, the funds are usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

**Signature-Based Debit Card Purchase Transactions.** As explained above, merchants may seek pre-authorization holds for signature-based debit card purchase transactions. The pre-authorization hold will reduce your available balance by the amount pre-authorized, but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. These payment requests are received in real time throughout the day and are posted to your account when they are received. The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. Immediately before we process and pay your signature debit card transaction, the pre-authorization hold will be released and the funds will go back into your available balance. As a result, it is possible that your available balance will still be insufficient after the pre-authorization hold is released and result in an overdraft fee if you have opted in.

Since pre-authorization holds on signature-based debit cards impact the available balance on your account, subsequent debits may cause your account to overdraft and result in a Courtesy Pay fee even though the pre-authorized transaction has not yet posted.

## WAIVER

Our forbearance from, or delay in, exercising any of Service CU's rights, remedies, privileges, or right to insist on your strict performance or any provisions of your account agreement, this Courtesy Pay disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the credit union's rights, remedies or privileges.

You and Service CU agree that the exclusive remedy and forum for all disputes arising out of Courtesy Pay, your or our performance there under, except for matters you or Service CU take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

## Additional Information

### MONTHLY MAINTENANCE FEES

Applicable to the following account types:

- Checking Accounts
- Money Market Accounts

A monthly maintenance fee will be assessed on the last day of the month if the account balance falls below the low balance threshold on any day of the calendar month. Please refer to the Fee Schedule for current fee information.

### STOP PAYMENT

If you do not want us to pay a check you have written, you can order us to stop payment on it by notifying us in person, by mail or by telephone.

You may stop payment on a check drawn on your account if we have not accepted, certified, made final payment on or otherwise become accountable for the item, except to the extent otherwise required by law. We must be given reasonable opportunity to act on any stop payment order before it can be considered effective. A written stop payment order takes effect when it is processed in your account and is effective for six (6) months. An oral stop payment request will be good for 14 days unless renewed in writing within that 14-day period. You may send written stop payment orders to any of our branch offices.

Your stop payment order must be timely and must accurately describe the check by account number, date of check, payee name, amount and check number.

There will be a charge for every stop payment order we receive. If you have a joint account, we will accept a stop payment order from any owner, regardless of who signed the check.

If we fail to honor a proper and timely stop payment order, we will not be liable for more than your actual loss, which may be less than the full amount of the check.

### INACTIVE AND ABANDONED ACCOUNTS

Based on the laws in your state of residence, after a certain number of years, your account may be considered abandoned. For example, in New Hampshire, accounts are considered abandoned after five (5) years of inactivity. When an account is abandoned, we may send the remaining balance in your accounts to the state, according to state escheatment laws.

If you are an international member, you agree that we may follow New Hampshire state escheatment laws.

### FEES AND CHARGES

Your account may be subject to monthly fees, miscellaneous fees and charges.

These are listed in the Fee Schedule, which is subject to change. You agree to pay the applicable fees and charges disclosed. They will be paid from your account; we will charge them automatically and without any specific request from you.

## ENDORISING ITEMS

If you cash or deposit a check, we are legally entitled to an unqualified endorsement from you, and you give us the irrevocable right to place that endorsement on the check. Also, you agree not to give us any check, which you have endorsed "without recourse." If you do, we can also place your unqualified endorsement on the check. We can enforce against you any rights that an unqualified endorsement gives us. You will be liable for any losses or delays caused by nonconforming endorsements or material that is on the back of a check when drawn that makes a credit union's endorsement illegible.

Endorsements on all items must be contained on the back of the check, within 1 1/2 inches of the trailing edge of the check. You may identify the "trailing edge" of a check by viewing the check from the front; the trailing edge is the left edge of the check.

## STALE CHECKS

Once a check is six (6) months old, we may elect not to pay it. If there is no stop payment order in effect when we receive the check for payment, however, we may elect to pay it. Normally, we will make this decision without consulting you.

## CHECKING ACCOUNTS

Only checks and other methods approved by us may be used to withdraw funds from checking accounts. We are under no obligation to pay a check that exceeds the balance in the checking account or a check on which the date is more than six (6) months old. Except for negligence, we are not liable for any action it takes regarding the payment or non-payment of a check. Any objection respecting any item shown on a monthly statement of the checking account shall be waived unless made in writing to us on or before twenty (20) days following the day the statement is mailed; sixty (60) days for Electronic Funds Transfer. All non-cash payments received on funds in the checking account will be credited subject to final payment. The checking account shall be subject to fees and transaction limitations as determined by our Board of Directors and disclosed in the Account Agreement and Disclosure Statement, Rate Sheet and Fee Schedule.

We will assume that all checks presented against checking accounts for payment are payable on demand. We will not be liable to you for paying a postdated check prior to its maturity date. You agree to use care in safeguarding your unsigned checks against theft. You agree to tell us immediately if any are missing.

## SET-OFF AND COLLECTION

You each agree that we may (without prior notice and when permitted by law) set-off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set-off, including any balance after the due date for which we properly accelerate under the note. The right of set-off is not limited and may be imposed regardless of the method used to fund your account to include government payroll or Social Security deposits. This right of set-off does not apply to this account if it is an Individual Retirement Account or other tax-deferred retirement account. We will not be liable for the dishonor of any check when the dishonor occurs because we set-off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

## ACCOUNT STATEMENTS

We will send you statements for your account as required by law. Your statement will be sent to you by regular mail or email if you have opted in to electronic communications. We can use the most recent address we have for you. When we place your statement in the mail, the statement will be deemed delivered to you.

If you do not notify us of an unauthorized signature or alteration within a reasonable time (not to exceed fourteen (14) days) after we send or make available to you your statement and items: (1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within sixty (60) days of when we send or make available to you the statement and items. You must report any other problem (e.g., erroneous statement entry, missing signature, unauthorized endorsement, etc.) within this sixty (60) day period or lose your right to assert the problem against us.

Whenever a statement is undelivered or undeliverable because of your failure to provide adequate instructions or to notify us of a change in address, we may discontinue sending statements or crediting dividends and deny ATM card access unless otherwise instructed by you. We may also charge a bad address fee as disclosed in our Fee Schedule.

## TRANSFER OF OWNERSHIP

Deposit accounts are not transferable or assignable by you or any other joint owner(s). Any pledge of the account to a third party remains subject to our security interest and right of set-off.

## CLOSING AN ACCOUNT

Either you or we may close an account for any reason. You may close an account at any time, and we may close an account without prior notice at any time. We will not be liable for dishonoring any item or any other debit drawn on an account and presented for payment after the account has been closed. If we close your account, we may mail you a check for the final balance. Your account is considered to be closed when the account balance is zero (\$0).

## FURNISHING NEGATIVE ACCOUNT INFORMATION

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report or other consumer report.



# Account Agreement and Disclosures

## TIME TO BRING LEGAL ACTION

Unless another time is provided in another provision of this Agreement or required by applicable law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under applicable law with respect to your account must be commenced within one year after the cause of action accrues.

## DISPUTE RESOLUTION –ARBITRATION

This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in paragraph (10) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

**(1) Claims Subject to Arbitration:** Except as specified in paragraph (2) below, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;

- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to "we" and "us" mean the financial institution and its past, present, and future parents, subsidiaries, affiliates, and each of these entities' predecessors, successors, assigns, agents, and employees. In this arbitration provision only, references to "you" mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person's assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner's parents, subsidiaries, affiliates, and each of those entities' predecessors, successors, assigns, agents, and employees. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including self-setoff) and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this agreement.

**(2) Claims Not Subject to Arbitration:** You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed de novo to a court of general jurisdiction;
- claims to collect or challenge debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or debit card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note;
- disputes over the scope and enforceability of this arbitration provision, whether a dispute or claim can or must be brought in arbitration, whether paragraphs (7) or (8) of this arbitration provision have been violated; and
- disputes over whether paragraph (4) has been violated, for purposes of awarding relief that a court can award under that paragraph.

**(3) Pre-Arbitration Notice of Disputes and Informal Resolution:** Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent by U.S. mail or professional courier service to: P.O. Box 1268, Portsmouth, NH 03802 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must (a) include your name, phone number, address, and account number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. The Notice must be personally signed by you (if you are the claimant) or by our representative (if we are the claimant). To safeguard your account, you might be required to provide both your authentication and consent for us to discuss your account or share your account information with anyone but you, including an attorney ("Authentication and Consent").

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim. During that period, either you or we may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and we must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and our representative must both

personally participate, unless otherwise agreed in writing. Yours and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations period will be tolled during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that a complete Notice (including Authentication and Consent, if required) is received by the other party and the later of (i) 60 days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

**(4) Commencing Arbitration:** An arbitration proceeding cannot commence until after the Informal Resolution Period has ended and the pre-arbitration requirements in paragraph (3) have been satisfied. (Paragraph (8) has additional requirements for commencing certain coordinated arbitrations.) A court will have authority to enforce this paragraph (4), including the power to enjoin the filing or prosecution of arbitrations without first providing a complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration nor assess any fees in connection with an arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of paragraph (3).

**(5) Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by writing to the Notice Address.

Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your account. If appropriate, the arbitrator may hold hearings by telephone or videoconference or decide matters on the basis of papers submitted by the parties. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as provided in paragraph (7) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. The arbitrator may consider rulings in arbitrations involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), and the arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties or counsel.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and paragraph (3) and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$1,000 in lieu of any smaller award. In determining whether you are entitled to the minimum \$1,000 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to payment of the \$1,000 minimum recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits.

**(6) Arbitration Fees:** We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees ("AAA Fees") if we initiate an arbitration. If you initiate arbitration of claims of \$10,000 or less, we will pay the AAA Fees, so long as you have fully complied with the requirements in paragraph (3). In such cases, we will pay the filing fee directly to AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to commence arbitration, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that you or your counsel have violated the standards of Federal Rule of Civil Procedure 11(b)), then the payment and allocation of AAA Fees will be governed by the AAA Rules, and you may be required to reimburse us for AAA Fees that we paid on your behalf.

**(7) Requirement of Individual Arbitration:** The arbitrator may award relief (including damages, restitution, and declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account) and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief and proceedings or on consolidation are found to be unenforceable, then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

**(8) Coordinated Arbitrations:** If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether the cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. You agree to this process even though it may delay the arbitration of your claim. In the first stage, we and claimants' counsel will each select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed or proceed in arbitration, and the arbitration administrator must not assess or demand payment of fees for the remaining cases or administer or accept them.

# Account Agreement and Disclosures

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, with us paying the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of claimants' counsel.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the arbitration administrator regarding the amount or timing of arbitration fees.

If this paragraph applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any limitations periods) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this paragraph, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of arbitration fees.

This paragraph is intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process is not enforceable, then the cases may be filed in arbitration and the payment of arbitration fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

**(9) Future Changes to Arbitration Provision:** Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 days of notice of the change to the Notice Address. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

**(10) Right to Reject Arbitration Provision:** If you do not wish to arbitrate, you have 30 days to reject this arbitration provision by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, address, phone number, account number, and a statement that you are rejecting the arbitration provision in this agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account or there has been an amendment, change, alteration, or addition to an existing arbitration agreement, your Rejection Notice must be postmarked on or before 30 days after receipt or the effective date of that amendment to that agreement, whichever is longer. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us. If you do not properly opt out, your continued use of your accounts will be deemed acceptance of this agreement to arbitrate.

**(11) Military Lending Act:** If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

## UCC Article 4A

Disclosures regarding electronic "wholesale credit" transactions subject to Uniform Commercial Code Article 4A.

### PROVISIONAL PAYMENT

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

### NOTICE OF RECEIPT OF ENTRY

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

### CHOICE OF LAW

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New Hampshire, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

### LEGAL PROCEEDINGS

If your account is involved in legal proceedings, your use of it may be restricted and will be assessed a fee as noted in our Fee Schedule.

### DISCLAIMER OF LIABILITY

We are not responsible for, or subject to any liabilities to its members other than those imposed upon it by the Uniform Commercial Code, for its own lack of good faith or its failure to exercise ordinary care. The obligation to exercise ordinary care in the handling of items of deposits and of withdrawal shall be measured by the standard of the reasonableness of procedures established for the transaction involved and mere clerical error, inadvertence or oversight without malice, or an honest mistake of judgment shall not be or constitute, as to any transaction, a failure to perform such obligation or a failure to exercise ordinary care and in no case shall be deemed wrongful.

### APPLICABLE LAWS

This agreement is governed by the laws of the State of New Hampshire for any situation in which Federal Law does not apply. Any litigation not subject to arbitration shall be initiated only in a court of competent jurisdiction located within the state of New Hampshire within one year of the transaction or occurrence that is the subject of the litigation. If we are required to bring an action to enforce our rights, you agree to make your assets subject to the jurisdiction of such court.

## Standard Account Opening Disclosures

Applicable to the following account types:

- All Savings Accounts
- Club Accounts
- Checking Accounts
- Individual Retirement Accounts
- Money Market Accounts

Your account is a variable rate account, and your dividend rate and Annual Percentage Yield (APY) may change. We may change the dividend rate on your account at our discretion.

Dividends are calculated using the Daily Balance method, which applies a daily periodic rate to the ending balance in your account each day in the period, as opposed to an average of balances in your account throughout the period. At the end of the month, we will multiply each daily balance by the daily periodic rate and then sum those amounts together to calculate your monthly dividends. When you deposit non-cash items, such as a check, dividends begin to accrue on the business day you deposit the check.

Dividends are paid and compounded monthly and credited on the last day of each month. If you close your account before dividends are posted, you will not receive the accrued dividends. The dividend period begins on the first day of the calendar month and ends on the last day of the calendar month.

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

Refer to our Rate schedule for minimum balance requirements, current dividend rate and APY, and minimum balance requirements, and refer to our current Fee Schedule for current fee information on your account.

## Deployed Warrior Savings

The Deployed Warrior Savings account is a high-yield savings account available only to members in the military who are assigned to or who have returned in the past 120 days from a combat zone, as defined by Service CU (PCS does not qualify). Orders showing deployment to a qualifying combat zone required. 120 days after the redeployment date, the account will be closed at the end of the month.

### TRANSACTION LIMITATIONS – DEPLOYED WARRIOR SAVINGS

Deposits into Warrior Savings can only be by direct deposit, allotment, or transfers from other Service CU accounts. Deposits into the account may not exceed one's net military pay deposited to Service CU within that month. Lump sum transfers from other sources and funds already on deposit with Service CU do not qualify for this program. Withdrawals are not permitted on this account. If you make a withdrawal before the expiration of the account (redemption plus 120 days), the funds in the account will be transferred to the Primary Savings.

### ADDITIONAL REQUIREMENTS AND TERMS

Members may deposit all or part of their net pay into a Warrior Savings account up to a maximum of \$10,000 to earn the Deployed Warrior Savings Rate (see current rate sheet).

Going paperless is a requirement to open this account.

Direct deposit of net pay (not allotment) into a Service Federal Credit Union account is a requirement to open this account.

Account will stop accruing dividends per redeployment orders plus 120 days then will roll over to the Primary Savings account at the end of the month of the redeployment date plus 120 days.

## Electronic Funds Transfer

The following information is being provided to you in accordance with Regulation E and the Electronic Funds Transfer Act.

### ELECTRONIC FUNDS TRANSFER

An Electronic Funds Transfer (EFT) is a transaction initiated through an electronic terminal, telephone, computer or magnetic tape that alerts a financial institution to credit or debit a consumer's asset account, such as a savings or checking account. This term includes automated teller machine transfers, point-of-sale transfers, transfers initiated by telephone, direct deposits or withdrawals of funds through Automated Clearing House or received on magnetic tapes, transfers resulting from debit card transactions, etc.

# Account Agreement and Disclosures

By signing an application or account card for EFT services or using any EFT service, you agree to the terms and conditions in this Account Agreement. You can discontinue any EFT service at any time by notifying us in writing and/or ceasing to use your card and any access code. You must return all cards to us.

We may terminate any EFT service you are using at any time by notifying you verbally or in writing. Whether you or Service CU terminates this Agreement, the termination shall not affect your obligations under this Account Agreement for any electronic transactions made prior to termination.

## VALIDATION OF ACCESS DEVICE

You cannot use your Service CU debit card or our automated telephone teller to transfer money into or out of your account until each have been validated by us. Validation occurs when you receive your Personal Identification Number (PIN) for the debit card and your Personal Identification Number for audio response. The Personal Identification Number is a security code which is provided to only authorized users. If you do not want to use your debit card or the audio response service, please destroy the debit card by cutting it in half, destroy any references to your PIN, and call 800.936.7730 (U.S.) or 00800.4728.2000 (Int'l) or write Service Federal Credit Union, P.O. Box 1268, Portsmouth, NH 03802-1268 to allow us to discontinue access.

You are responsible for keeping your Personal Identification Number (PIN) confidential; do not record it on or with your card. You agree not to share your PIN with anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, or make other EFTs, on your behalf, that authority shall continue until you specifically revoke such authority by notifying us. You understand that any joint owner you authorize to use your PIN or card may withdraw or transfer any and all of the funds from your checking account. If you fail to maintain the security of these access codes and Service CU suffers a loss, we may terminate your EFT services immediately.

## CONSUMER'S LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact us at once if your debit card or PIN 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 plus your maximum overdraft protection limit. If you contact us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your debit card or audio response without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your debit card/ PIN, and we can prove we could have stopped someone from using your debit card/PIN without your permission if you had told us, you could lose as much as \$500. Also, if your periodic statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If something prevents you from contacting us (such as travel or hospitalization), the time periods may be extended.

## BUSINESS DAYS

Our business days are Monday-Friday. Holidays are not included.

## ADDRESS AND TELEPHONE NUMBER

If you believe that your debit card/PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 800.936.7730 (U.S.) or 00800.4728.2000 (Int'l) or write Service Federal Credit Union, P.O. Box 1268, Portsmouth, NH 03802-1268.

## TYPES OF TRANSFERS

You may use your debit card to: (1) effect Point-of-Sale (POS) transfers; (2) withdraw cash from your checking, primary savings account, or Visa account; (3) transfer funds between your checking and savings account for eligible amounts you request (4) transfer funds from your checking or savings account to your Visa account; and (5) inquire to determine the balance of your checking, savings or Visa account. Some of these debit services may not be available at all terminals. You may use audio response to (1) withdraw by check from your checking and savings for eligible amounts you request; (2) transfer funds between your checking and savings account for eligible amounts you request; (3) transfer from your checking and savings accounts to certain loan accounts; (4) inquire to determine the balance of your checking, savings, IRA and certificate accounts; and (5) have information you request be sent to you.

## LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS

A cash withdrawal limit per calendar day is in place and disclosed on our current Fee Schedule. The disclosed limit may be less if Service CU network is temporarily unavailable. Point-of-Sale (POS) purchases are limited to your account balance (including Courtesy Pay if qualified and opted in) per calendar day. When debit and POS transactions cannot be authorized by us, cash withdrawals and POS purchases may not be processed or may be limited to your account's available balance. Terminals not owned by us, which may be accessed by your debit card, may have additional limitations.

## DOCUMENTATION TRANSFERS

You will get a receipt at the time you make any transfer to or from your account using one of our terminals. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 800.936.7730 (U.S.) or 00800.4728.2000 (Int'l) to find out whether or not the deposit has been made. You will receive a monthly statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

## RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 800.936.7730 (U.S.) or 00800.4728.2000 (Int'l), or write to us at P.O. Box 1268, Portsmouth, NH 03802-1268, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. If

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

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## SERVICE CU'S 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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the automated teller machine where you are making the transfer does not have enough cash
- If the automated teller machine was not working properly and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- Plus any other exceptions stated in our agreement with you

## ACCOUNT INFORMATION TO THIRD PARTIES

We will not disclose information about your account or the transfers you make to third parties, except: (1) as necessary to complete transfers; (2) to verify the existence and standing of your account with us upon the request of a third-party, such as a credit bureau; (3) to comply with a government agency or court orders; (4) requests for information in the context of litigation, such as subpoenas; (5) in accordance with member's rights under the Financial Privacy Act; (6) in accordance with your written permission.

## ERROR RESOLUTION

In case of errors or questions about your electronic transfers, telephone us at 800.936.7730 (U.S.) or 00800.4728.2000 (Int'l), or write us at P.O. Box 1268, Portsmouth, NH 03802-1268 as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information

Tell us the dollar amount of the suspected error

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, Point-of-Sale or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

## ELECTRONIC DEBITS

If you authorize a merchant to electronically debit your share draft/ checking account, the transaction is an electronic funds transfer that is subject to this Electronic Funds Transfer Disclosure and Agreement. You may authorize a merchant to electronically debit your account for returned check fees.

## FOREIGN TRANSACTION FEES

A fee will be imposed on all foreign transactions made using your debit card, including purchases, cash withdrawals, cash advances and credits to your account. Fees are disclosed on our current Fee Schedule. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands even if you initiated the transaction in the United States, Puerto Rico or the U.S. Virgin Islands.

## Visa® Debit Card PINless

You may use your Visa Debit card to initiate both Visa debit transactions and non-Visa debit transactions without using a Personal Identification Number (PIN) to authenticate the transactions.

To initiate a Visa debit transaction, you may sign a receipt, provide a card number or swipe your card through a Point-of-Sale (POS) terminal and choose to route the transaction over a Visa network.





# Account Agreement and Disclosures

To initiate a non-Visa debit transaction, you may enter a PIN at a POS terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction. We have enabled non-Visa debit transaction processing on the ACCEL, Cirrus, COOP, NYCE, Visa PIN, Visa Check, Allpoint and AFFN networks.

The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure will not apply to transactions processed through non-Visa networks.

## Consumer Funds Availability

This Disclosure describes when and how much of your deposits will be available to withdraw.

### GENERAL POLICY

Our consumer funds availability policy only applies to deposits made to your Checking Account. While we also generally apply the procedures outlined in this Policy to deposits made to your certificate and savings accounts (including money market and IRA savings accounts), please note these deposits are not subject to this Policy and therefore, we may delay availability of funds beyond the procedures noted herein.

We may delay the availability of funds from certain types of cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written because they will not be part of your available balance. Please remember that even after we have made funds available to you and they become included in your available balance, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid, and for any other problems involving your deposit.

### DETERMINING THE AVAILABILITY OF A DEPOSIT

When we delay the availability of a deposit, the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before our close of business on a business day that we are open, we will consider that day to be the day of your deposit. For deposits via Online Deposit, we will credit your account within one business day of submission. The length of the delay varies depending on the type of deposit and is explained below.

### SAME-DAY AVAILABILITY

Funds from the following deposits will be available by the close of business on the business day that we receive the deposit:

#### ELECTRONIC DIRECT DEPOSITS

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on Service CU
- Same-Day Availability for Certain Deposits Made in Person

Funds from the following deposits are available by the close of business on the business day that we receive the deposit if you make the deposit in person to one of our employees:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, traveler's, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the close of business on the second business day after the day we receive your deposit.

### CUT-OFF TIMES FOR SAME-DAY DEPOSITS

Your deposit will be considered as same-day if we received your deposit before the cut-off times as described below.

Where deposit is made:	Cut-off Time*
Service CU Branch	Close of Business
Online Deposit	4:30 p.m. (ET)
Night Depository	8:00 a.m. (local time)

\*Time may vary due to closures for holidays and inclement weather.

Availability of Other Check Deposits Made at U.S. Branch Locations, ATMs, Shared Branching Locations, and Online Deposit

The first \$750 from a deposit of other checks (e.g. personal checks, business checks and payroll checks) will be available on the same day that we receive your deposit, except for deposits made at an ATM. For ATM deposits, the first \$250 of a deposit of other checks will be available on the same day that we receive your deposit. The remaining funds will be available by the second business day after the date of your deposit. For example, if you deposit a check of \$1,000 on a Monday at a branch location, \$750 of the deposit will be made part of your available balance on Monday. The remaining \$250 will be made part of your available balance by Wednesday. If you deposit a check of \$1,000 on a Monday at an ATM, \$250 of the deposit will be made part of your available balance on Monday. The remaining \$750 will be made part of your available balance by Wednesday. Funds from deposits of U.S. Treasury checks will be available on the first business

day following the day of your deposit made at an ATM, Shared Branching location or Online Deposit. Funds from all other deposits will be available by the second business day after the date of your deposit. All ATMs that we own or operate are identified as our machines.

### SPECIAL RULES FOR NEW ACCOUNTS

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the same business day that we receive your deposit and the deposit meets certain conditions.

For example, the checks must be payable to you. The first \$750.00 from a deposit of all other checks will be available on the same business day that we receive your deposit, and all remaining funds from a deposit of other checks will be available on the fifth business day after the date of your deposit.

If your deposit of cashier's, certified, teller's, traveler's, and federal (other than a U.S. Treasury check), state, and local government checks is not made in-person to one of our employees, \$750 will be available on the same business day that we receive your deposit and the next \$6,750 will be available the second business day after the date of your deposit. Any amounts over \$7,500 will be available the fifth business day after the day of your deposit. A deposit of all other checks not made in-person to one of our employees will have the first \$750 available on the same business day that we receive your deposit, and all remaining funds will be available on the fifth business day after the date of your deposit. When a U.S. Treasury check is deposited at an ATM, funds will be made available the next business day after the date of your deposit.

### LONGER DELAYS MAY APPLY

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for any of these reasons:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$7,500 on any one (1) day
- You deposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six (6) months
- There is an emergency, such as failure of communications or computer equipment

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

### Foreign Checks

Foreign Checks payable in U.S. Dollars. All U.S. dollar checks drawn on foreign banks shall be held for a minimum of fifteen (15) business days, or as determined by the branch office manager.

### DAILY WITHDRAWAL LIMITS

Transactions	Daily Limits*
Automated Teller Machine (ATM) withdrawals	Account Balance up to \$1,000
Point of Sale (POS) PIN/Signature based	Account Balance**
V PAY Card (Euro Cash Card)- Point of Sale (POS)	€1,000 (weekly limit)**
Branch Office withdrawal - U.S. Dollars	\$5,000
Branch Office withdrawal - Euro	€3,000 (overseas only)

\*Stricter limits may apply if card system is temporarily down. \*\*Account balance includes Courtesy Pay if qualified and opted in. Refer to your V PAY Card Account Agreement and Disclosure Statement for additional disclosures.

### CONTACT NUMBERS AND ADDRESS

If you have questions regarding your funds availability, you may visit a branch, call us at 1.800.936.7730 (U.S.), 00800.4728.2000 (Int'l), write us at Service Federal Credit Union, P.O. Box 1268, Portsmouth, NH 03802-1268 or message us using our online or mobile banking service available on our website at [www.servicecu.org](http://www.servicecu.org). Contacting us by telephone or via our online mobile banking service is the quickest way for us to respond to your requests.

See the Privacy Statement for handling of personal information.

Refer to your Rate Sheet and Fee Schedule for additional disclosures.

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